

IMPORTANT:

This is not a witch hunt or an attempt to “cancel” Mifuyu.

This is a warning to potential artists or clients of hers and for the art community as a whole.

We also hope this document can be an example to learn from.

Please DO NOT harass any of the people mentioned in this document, Mifuyu included.

Hold people accountable, but also allow them to prove they can do better!

This document is long and detailed, with screenshots wherever possible, to prevent vague statements. A full read is about 80 minutes. Read the TL;DR and any chapters you find interesting or important.

1. TL;DR:

Mifuyu, despite having at least 3 years of experience in the art community [4], previously having traced from Chrono_co and publicly being reprimanded for it [7], and being warned by Praline to not copy her artworks or use the model file improperly [2], has on multiple occasions either attempted to replicate or literally copy-pasted parts of the Vtuber model, created by Praline, for her own artworks and planned merch [3].

Mifuyu has furthermore spontaneously imposed a deadline on Praline and demanded a refund of 50% if said deadline is not upheld, using false information of the commission taking more than a year already at that time to justify it [2].

After Mifuyu has been confronted by Praline for misusing her art, Mifuyu excused her actions by making up various claims, responding with unrelated arguments and proceeding to claim that she has the legal right to a full refund while keeping the model and threatening Praline with legal action unless they can come to terms. The terms sent to Praline, a patchwork of templates, written by an indian-based legal consultant offering their services on Fiverr, included a transfer of the Intellectual Property, which includes the copyright, as well as other severely restrictive clauses [4].

Mifuyu has continuously obstructed or refused to participate in attempts of resolving the situation or to elaborate her issues or misunderstandings in the situation [6], while publicly indirectly complaining about Praline's work [3], mocking Lux_Arts_ for demanding credit for her commission for Mifuyu [5] and continuing to use art that is replicating parts of Praline's artworks for her own portfolio [3].

Due to unresponsiveness from Mifuyu and any legal representative, the naked model will have been sent to her with the release of this document , with no additional transfers of rights.

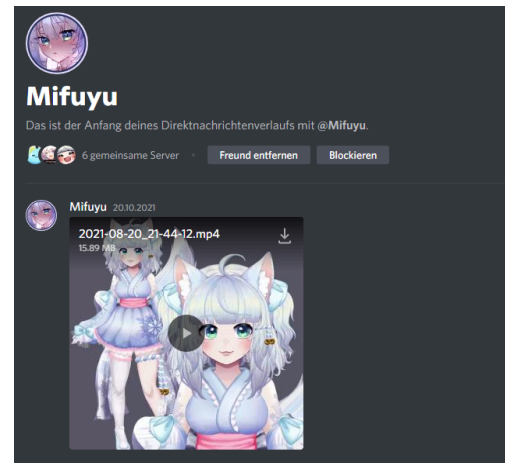
2. Model Commission

Mifuyu found me on Twitch and followed me at the end of October 2021. She immediately showed interest in getting a commission from me.



We started talking the same day and talked about a model commission. I stated that I'm a university student and that art is not my first priority. I also didn't know how much it would be in total and when I could finish it. Nonetheless we said that we will start on the commission. I was commissioned to redesign and then draw a new model for her, which was supposed to include a schoolgirl outfit as well as an unspecified set of expressions.

I spent November and December on the design, asked for her feedback on it and started to prepare the layers for the model. At that time I still didn't have a price range nor timeline. Looking back at it, I could've at least charged her for the design since I was done with it.

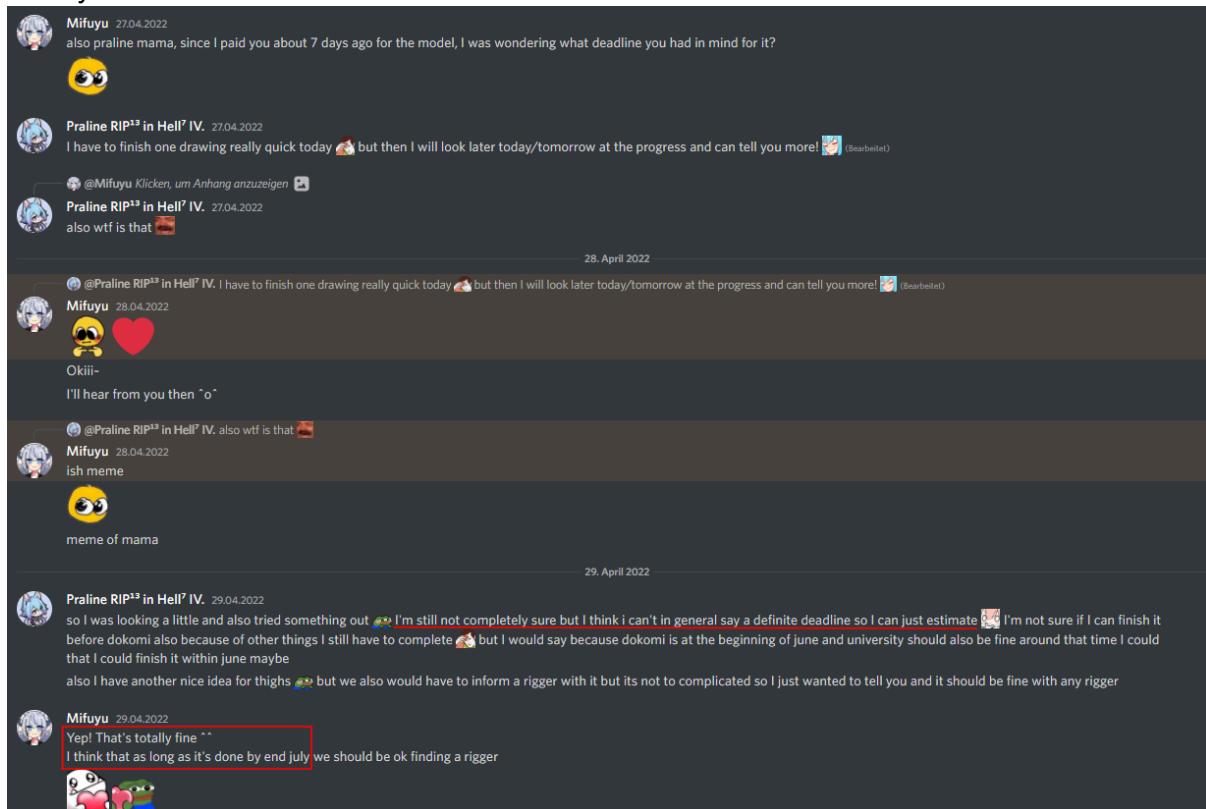


Until April everything was normal: There was communication, I sent wips and we were talking more about the model. One of the first things that has negatively impacted the commission was that she was sharing more plans about the debut and the model in her Twitch streams than with me, her artist, and which I wouldn't get to hear about unless I was actively listening to her streams. For example, I wasn't in her stream for a few days and learned through Arkucoffee that she actually already had an expected debut date. For a commission, especially of this size, that is quite troublesome as I had to question whether I am actually up to date or am missing information if I wouldn't watch her streams myself, as it is important to communicate updates and plans on both sides.

In April we agreed upon a payment and what it includes, which is everything for her debut: The normal outfit, the schoolgirl outfit, expressions and the Kiko-in-arm toggle. I, on my own accord, drew naked body parts underneath so that working on new outfits will be easier and faster for me. As such, these were not included in the price.

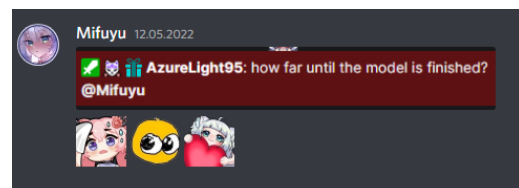


After the payment, she asked me if I could maybe give her a delivery date. I wasn't completely sure but stated that I could finish it in June and agreed on a deadline for the end of July.



As can be seen in the screenshots, we mutually agreed on an approximate timeframe for when the model will be delivered.

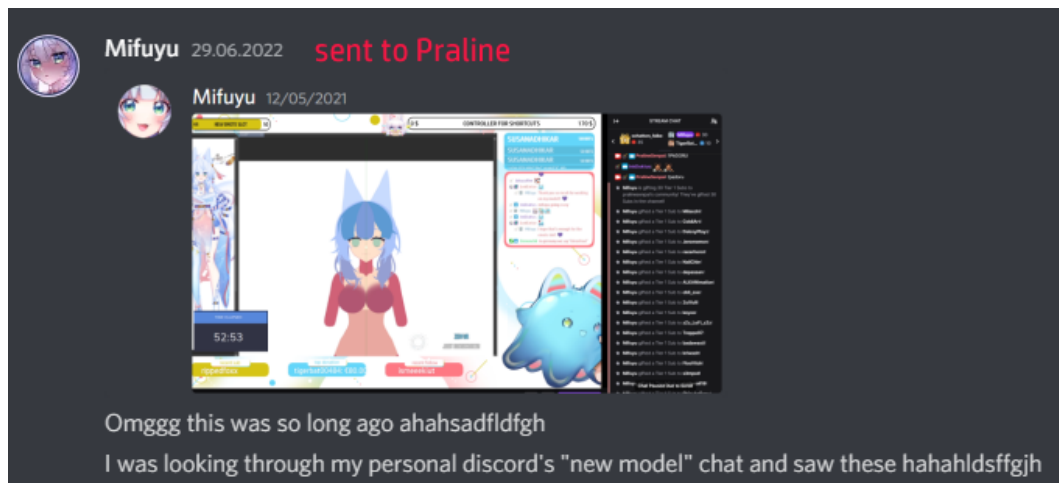
Hereafter, I noticed that the communication regarding the commission sometimes was pretty unclear. She started sending me implicit messages which included screenshots of her chat asking for a wip or when it will be done along with some emotes, even though we discussed the deadline right before. I tried to send the wips as fast as possible since I knew these were for her chat and that she is streaming right now. Later I found out that she used these wips to commission Skebs, rather than asking me for proper references and maybe close-ups of parts of the design, and complained to unrelated people, including Arkucoffee, that some skeb artists then missed some details.



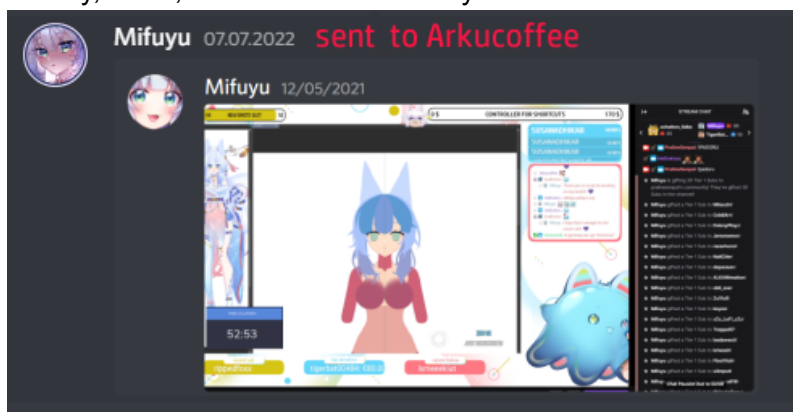
In June I had a booth at the convention 'Dokomi' that I needed to prepare for, which Mifuyu knew about, along with my next university semester starting right after, as well as some exams. Because of this, progress on the model was slow with few noteworthy wips to show from my side.

After Dokomi she started to be more passive-aggressive about the time I have spent on the model even though there is an approximate deadline we both agreed upon.

Another particularly important example of her sending implicit messages is this one:



At the time I did not think much of it and continued being busy with university. I simply thought she wanted to point out how rough it looked in the beginning. Mifuyu however, about a week later, in a private voice call with Arkucoffee, where he talked with Mifuyu about her fears and problems regarding the commissions, explicitly told him that she is upset about how long the commission is taking. She showed him the same screenshot, and claimed: "it's been over a year"; That I have been working on the model on stream since at least the 12th of May, 2021, as the screenshot says "12/05/2021".



Sometime after this, she started to go on monologues when she was in calls with me and repeated the claim of the commission "taking over a year already" multiple times in multiple calls. At the time I just thought she was exaggerating and ignored this claim, thinking that she was simply stressed. The only thing I could do was to assure her that I can do it, that I was sure I could do it until the deadline. Outside of that, she did not mention having any other issues, only that the deadline is coming closer.

Around that time we, mainly Arkucoffee and I, started looking for a rigger and tried to help her.

Later I found out through Arkucoffee that she actually had the feeling that the communication wasn't clear. So, I reached out to her and explained that I sometimes had trouble understanding what exactly she meant with her comments, if it was something not related to the model, something she wanted for the model or something entirely different.

I mentioned that it's fine, but that she should please write her demands for the commission clearly. I also tried to change my speaking pattern to something more professional while we talked about the model commission.

After talking with Arkucoffee about what Mifuyu has told both of us separately about the screenshot, I found out that Mifuyu was actually trying to point out the date. Arkucoffee had confronted me with the screenshot which I simply could not explain at the time. I was sure that it had not been over a year, but was faced with what seemed like definitive proof. In all honesty, this at the time caused me to have a severe mental breakdown with derealization.

However, Arkucoffee and I then realized something crucial about the screenshot Mifuyu had sent both of us as proof that the commission had been taking over a year, after which we thoroughly checked all dates possible.

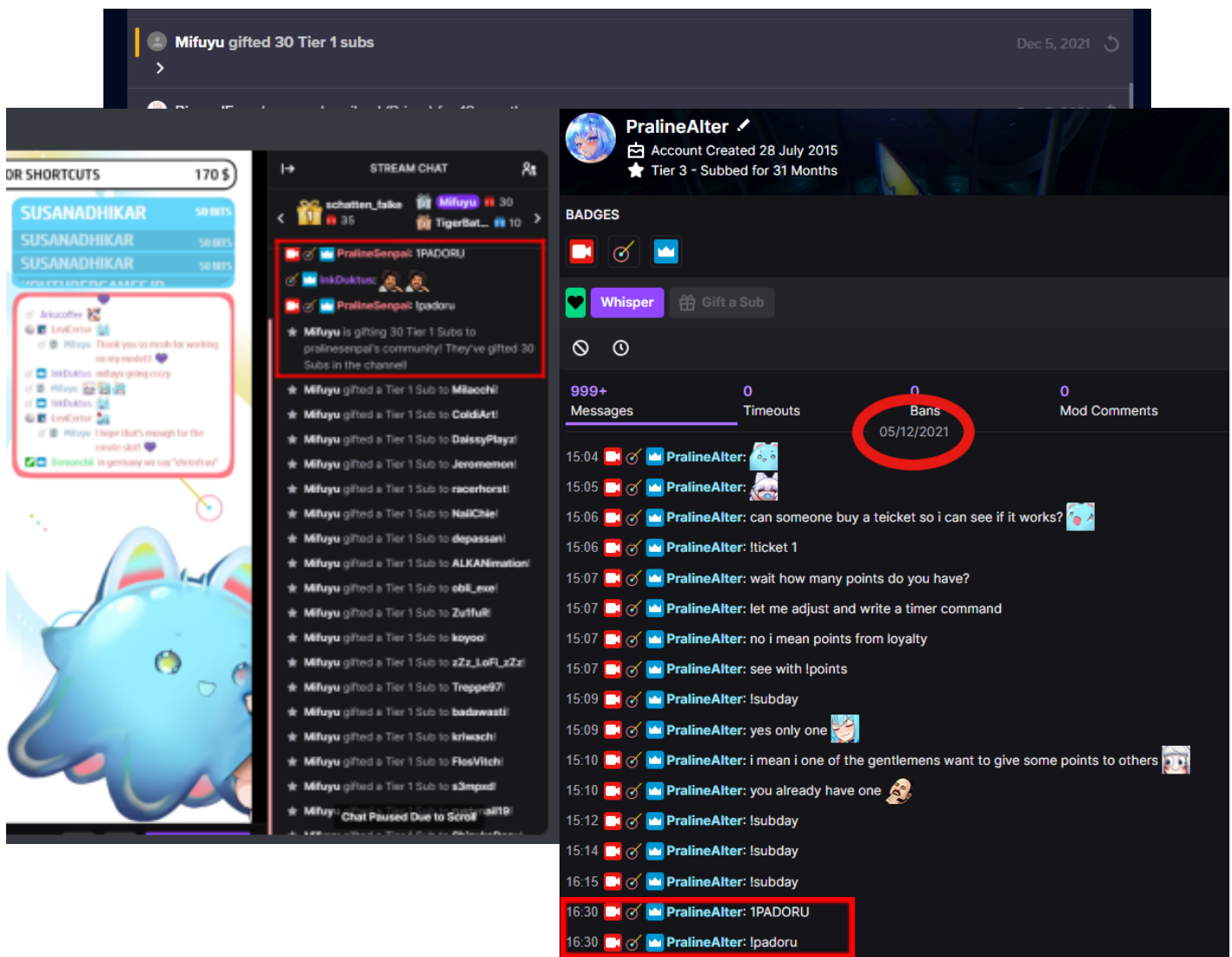
That being:

The date shown inside the screenshot by Mifuyu is in 'american' date format, MM/DD/YYYY, rather than the one used in the countries Mifuyu and I live in, DD/MM/YYYY.

This means that the stream inside the screenshot is not from the 12th of May, 2021, but the 5th of December, 2021.

This is confirmed in StreamElements where the date of the 30 sub gifts can be found, the 5th of December 2021, as well as by looking through my chat history for when I wrote "1PADORU" followed by "!padoru", which can be spotted in the chat of the screenshot, again on the 5th of December 2021.

She also only started following and chatting with me in October 2021 [as was shown previously](#), almost half a year later than when she accused me of starting to work.



After this realization, Arkucoffee while in VC with Mifuyu decided to ask her whether she uses the 'american' date format at all, which Mifuyu denied before expressing confusion about the question. Arkucoffee then told her that Praline and him figured out that the date of the screenshot she shared must be wrong and asked her how that could have happened, whether that screenshot was taken by someone else and then sent to Mifuyu (this would also conflict with the accompanying message when she sent it to me), or anything along those lines.

Mifuyu replied that she does not use the MM/DD/YYYY format and that she does not know why that screenshot does show it. Afterwards, Mifuyu has not mentioned the screenshot or the duration of the commission again at all. It has also later been confirmed [with the help of AlexyonChopper](#) that she also has used the MM/DD/YYYY format as an argument in [another situation where she was called out for tracing](#).

Sorry about today, I understand that now I should take a more professional approach. We can both agree that you'll finish the model and everything I asked for by the 31st of July.

Before the deadline (the night of the 20th of July), Mifuyu and I were in VC, where she went on a monologue that boiled down to her being afraid I won't be able to meet the deadline. Later that night she gave me an ultimatum (on the right) which reiterated the previous deadline (31st of July), and added a hard deadline (15th of August). If I wasn't able to do it by the latter she will keep the current state of the model and half of the price as a refund.

Despite conforming to the deadline, [she later would suddenly mention](#) that she has the legal right to a full refund while keeping the model.

Especially in the last few days I tried to be as efficient as possible and gave updates everyday, what I planned for the next day and for which parts I want her feedback.

At the end, after managing the first deadline and stating multiple times that I'm more than willing to fix everything the rigger wants, she told me that we have time until October anyways.

And If that criteria is not met by the 15th of august I will want the PSD model files and a refund of half of the original price.

I would appreciate it if you could let me know,

considering all of the things I asked for I listed them down here for you:

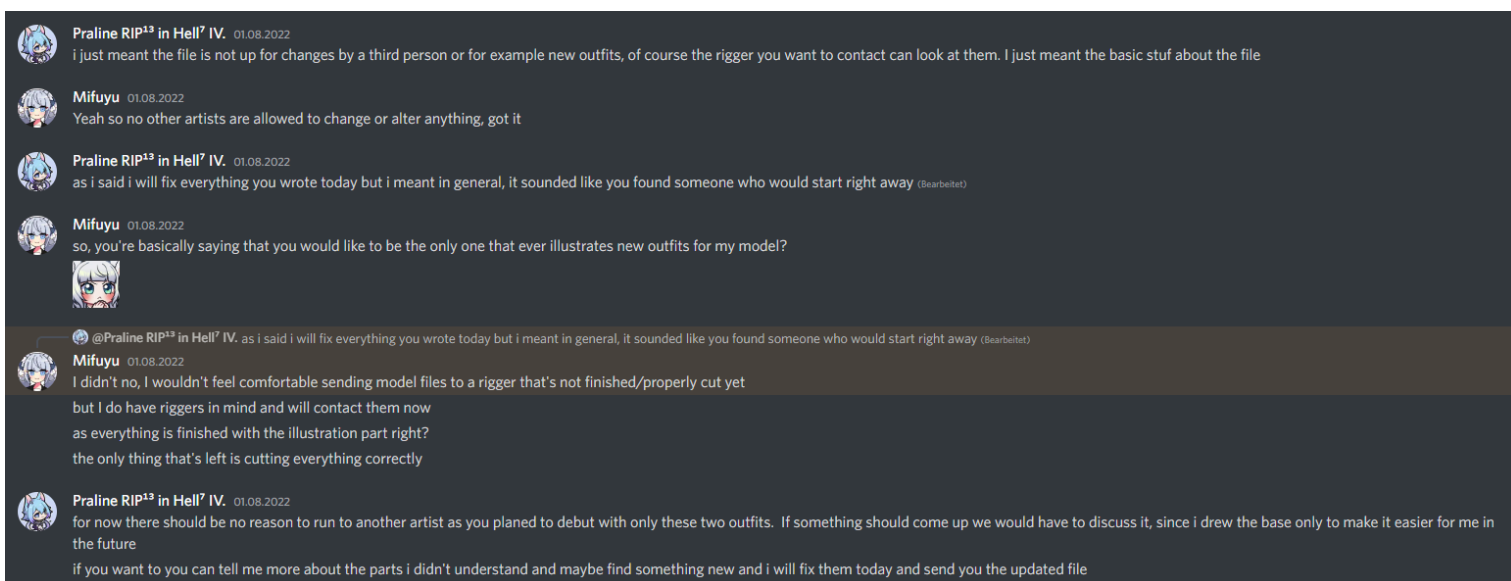
- Base model + clothes and long hair
- Short Hair like current model
- Pigtails with bows + schoolgirl outfit
- Kiko with these expressions:
KikoCredit, KikoGiggles, KikoEZ, KikoTalk and KikoBOOBA,
KikoFeelsBirthdayMan, KikoDinkDonk (Some of these need extra arms or eyes so extra work!)
- Model with these expressions:
 - Yandere Shade for face
 - Heart eyes
 - Harsher Blush (Flushed face)
 - Tongue
 - Angry/red eyes
 - Noming eating cheek with crumbs on it
 - Crying/Tears
 - Sparkly eyes

I asked something like this for my booba before too but then with your own twist on it:



Considering the amount of work and the current state of work done which I have seen, I hope you understand my worries about meeting deadlines.

Mifuyu has received a model file on the 1st of August, that was **finished and ready to be sent to a rigger** for first inspection, **missing only minimal optional cutting** that could be added with any needed corrections, to help her be able to contact riggers ASAP.

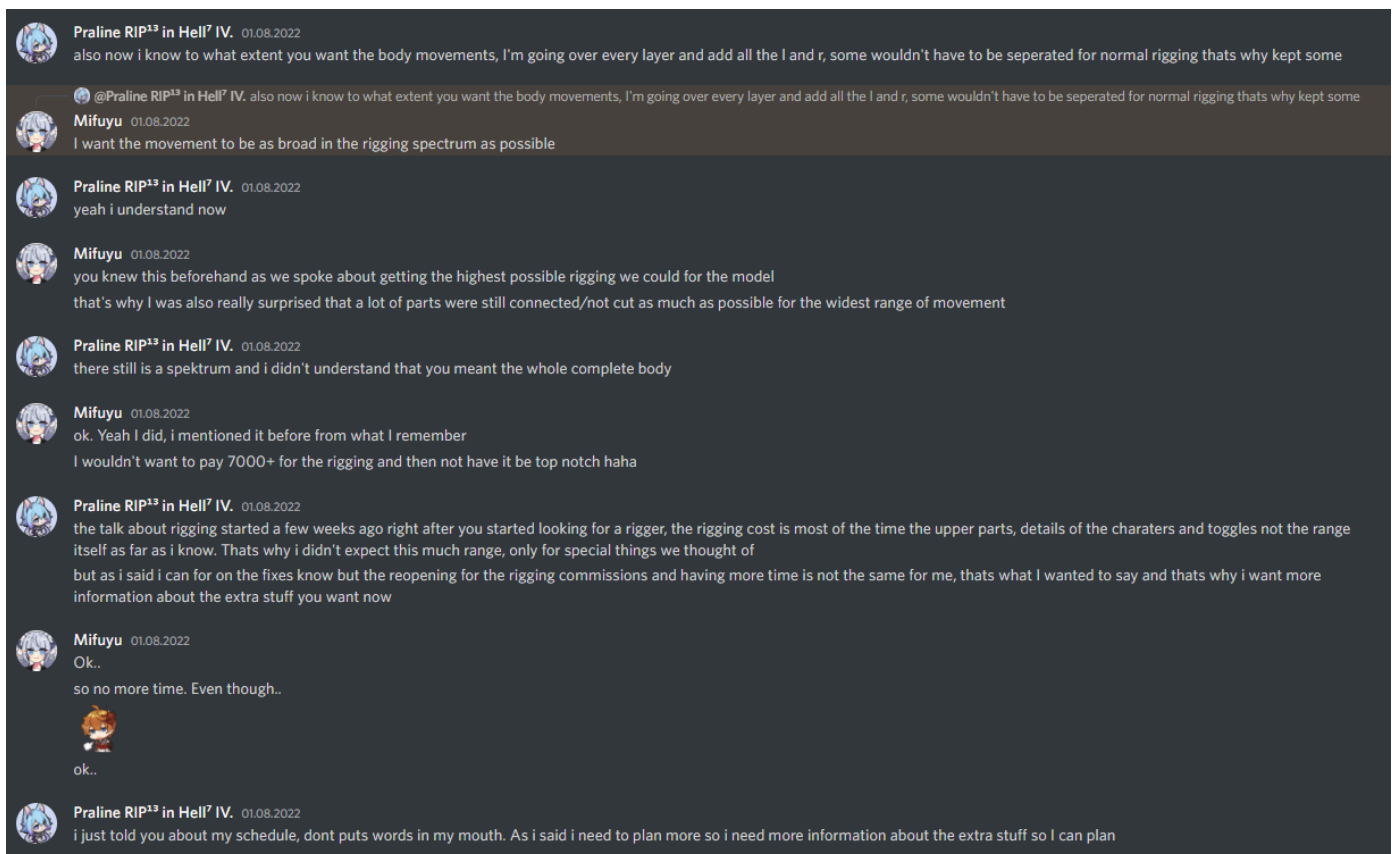


I have also clearly stated that the model file is only for the rigger to work on and that it is not to be used in other unintended ways or edited by other artists. I also let her know that if she for whatever reason wants more outfits to be made by other artists that we will have to talk about it when we get there, as the naked model was only supposed to be a little aid for myself.

Despite that, there continued to be [multiple situations](#) where she misused my art in various different ways.

I accepted and fully supported the deadline for both of our sakes, since I wouldn't have much time to work on it again right after.

Mifuyu asked for more extra toggles and I clarified that I am finishing up adding the 'left's and 'right's on the layers' names and that I will likely have to fix some cutting of the model when the rigger looks over the file. I asked for more information about these extra toggles, but she first changed the topic to the cutting again, before completely misconstruing what I said. Only after reprimanding her about putting words in my mouth and clarifying that I just need more information to be able to plan did she finally answer my question about the toggles.



This situation is only one example of miscommunication and me repeating things multiple times *to make sure that both* Mifuyu and I are on the same page. It is possible she may have understood things differently on quite a lot of occasions as there have been multiple cases like this, more will be shown over the course of this document, where Mifuyu seemingly went with her first interpretation rather than trying to make sure there's a mutual understanding.

When I saw that the rigger started working I contacted them and was told that **so far they have not found anything with the model that needed any changes in cutting**.

Later, on the 12th of October, after the commission for the model was finished, I [confronted](#) Mifuyu about her behavior and actions, telling her that now that everything is finished I wish to not work with her anymore.

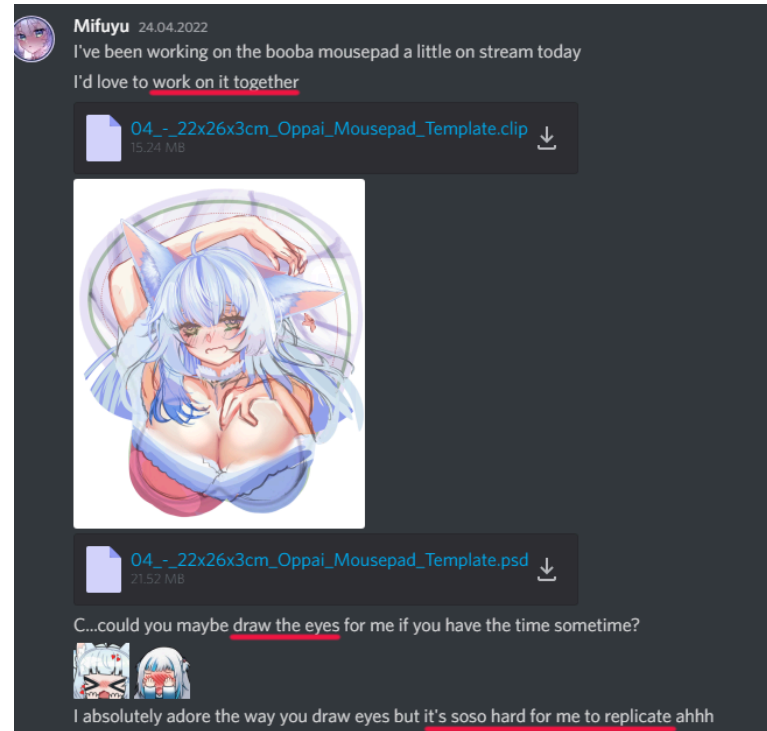
This spiralled into Mifuyu arguing back, claiming that I myself have broken my ToS and [that she has the right to a full refund while keeping the model](#), while [threatening me with legal action](#) unless I can come to "agree on mutual terms".

3. Everything wrong outside of the commission

During the model commission Mifuyu also streamed art and worked on some sketches of her own. One of them was a mousepad. There was a talk in the beginning of all this where we discussed if I could work on merch for her debut, but since it was far in the future we agreed on just waiting until the model art is done first. During the conversation we agreed that at least a dakimakura in my style would be nice.

She later contacted me with a wip of a mousepad. As you can see in this screenshot, Mifuyu states that she would “love to work on it together”. Nothing in the messages implies that it is another commission for me, nor was anything like this planned or discussed, this will be important later.

First of all, I never have and probably would not work together with my clients on an artwork. In the beginning I already expressed myself being uncomfortable and refused to work on the model art together as she initially suggested.



The ears were copy-pasted from my model art and the hair in front was not just referenced but, in the words of Mifuyu, “replicated” from my wip I previously sent her.



(red circle from wip back then itself)

Her [stream announcement](#) of that day also shows the booba mousepad with the ears still sketched.

Furthermore there exists exactly one [clip](#) from that particular stream that shows Mifuyu working on the booba mousepad with the ears already having been copy-pasted.

The act of Mifuyu copying the ears from the model drawn by me and then pasting and editing them onto the booba mousepad has also been witnessed by an artist by the name of 'Sophie's Daydream'. Said artist also later contacted me to ask whether Mifuyu has the permission to do that as copy-pasting model art that has been drawn by someone else, especially for something that is to be used as merch, is usually not allowed or within the allowed intended use of the model. Particularly as Mifuyu went about it on stream completely nonchalantly.

To clarify, no, Mifuyu was not given the expressed or implied permission to do that at any point. [When confronted about it by me later on](#) Mifuyu herself also did **not** claim that she had the permission, but attempted to excuse her actions by other means.

Ignoring what would be considered astonishing audacity, Mifuyu sent me her wip to ask me whether I could "draw the eyes for me" as it is "soso hard for me to **replicate**".

I did not respond to that message right away as I was absolutely confused, by both the blatant attempts of copying from her own model artist as well as what exactly she even means with her request.

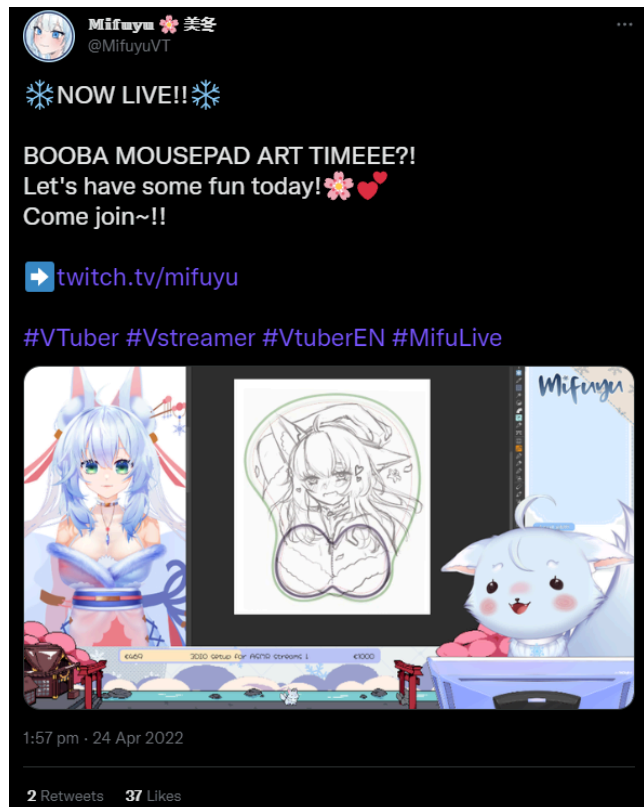
I hoped the conversation about the mousepad would be brought up again and that she could clarify what exactly she wanted to do with the sketch in a call.

Looking back, I am aware that I should have confronted her about it right then and there via text. I regret not having reinforced my boundaries again, but I was simply speechless and unsure how to even respond at the time.

The booba mousepad was not brought up again until I confronted her when I decided to cut my ties with her as an artist. Mifuyu's excuse suddenly was that:

"The mousepad was a commission I was requesting from YOU. I made this sketch to make it easier for you to finish the commission ASAP"

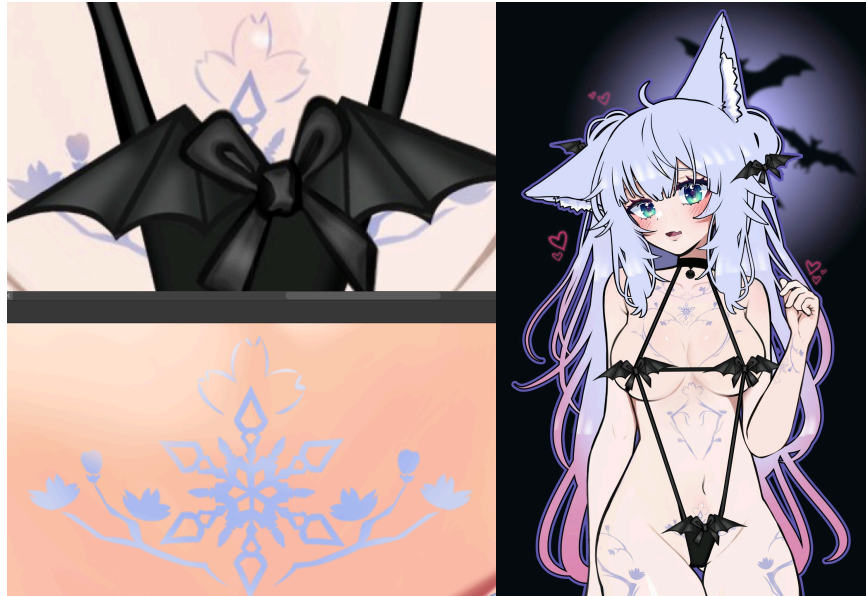
At no point did we ever decide nor did I ever accept to continue working on any of her artworks. We never agreed on me drawing a mousepad for her, nor have we ever considered "collabing" on artworks or whatever someone might want to call this.



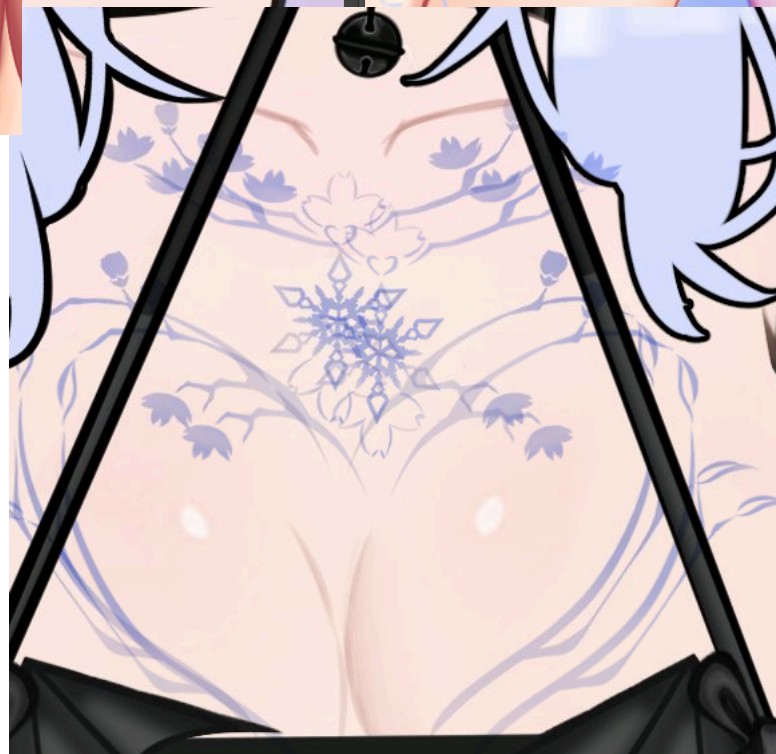
Mifuyu has at no point expressed any dissatisfaction with the design towards me. In one of Mifuyu's streams a viewer commented on how her character in-game resembled Silvervale, Mifuyu turned the comment to be about her new Vtuber model that was being designed and drawn by me, stating [“that’s the sad thing, I didn’t really want my design to be similar to Silvervale’s, but it kind of is”](#).

For a halloween drawing that Mifuyu has drawn and posted on Twitter it is evident beyond any reasonable doubt that she has copied the layer with the tattoos from the model file drawn by me and pasted it onto the halloween drawing.

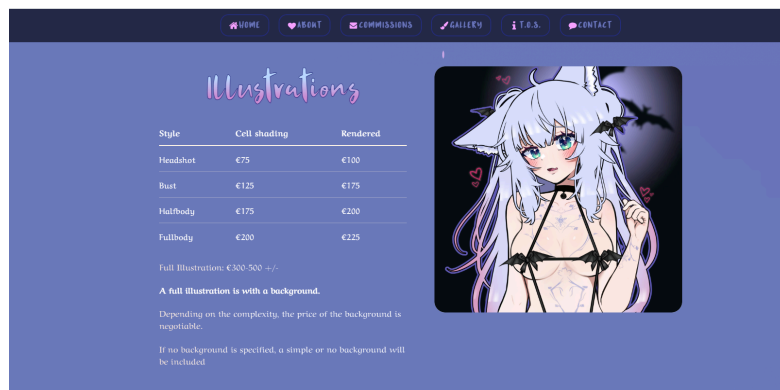
[When confronted about it](#), Mifuyu chose to not comment on this. (additional overlapping screenshots can be found in this [drive folder](#))



These tattoo layers from the model file were simply set to the multiply blending mode. This means the colors weren't even adjusted by her, but merely a layer setting.



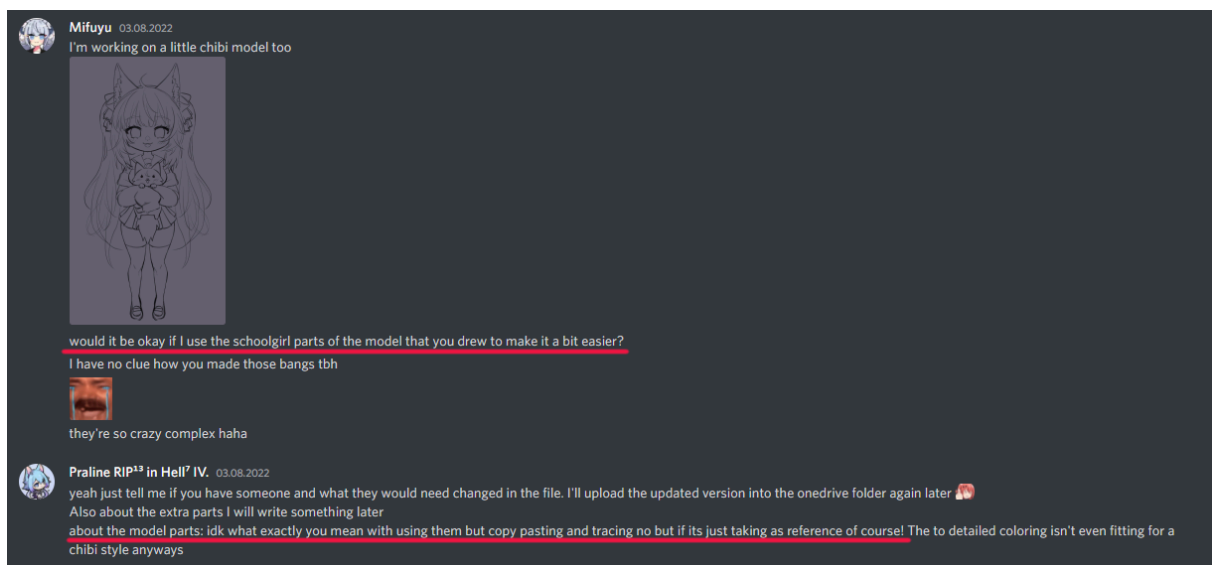
She posted it on Twitter (the tweet has since been deleted, however [a comment](#) with that drawing and “[credit](#)” for the tattoo and model design remains) and had previously uploaded this artwork as her commission example for her illustrations.



During the course of the commission, Mifuyu drew a chibi model for herself that is based on the schoolgirl outfit of the model that was drawn by me.

Mifuyu first showed me a sketch of this chibi model on the 3rd of August 2022, along with the question of “if it would be okay if I **use** the schoolgirl parts of the model you drew to make it a bit easier?”.

As I was confused about what Mifuyu means with “use” I answered by clarifying “idk what you mean with using them but **copy pasting and tracing no** but if it’s just [taking as reference](#) of course!”.



Just later that month I saw in [Mifuyu's stream](#) that she was heavily referencing the shoes and thighs of the schoolgirl outfit I drew.

Referencing in itself as I also told Mifuyu is fine, considering that Mifuyu of course wants her chibi model to resemble the schoolgirl outfit of her main model.

However, the shoes in the wip already were heavily referenced and seemed to potentially be strictly color picked without any adjustments. While of course it is reasonable to expect of Mifuyu that she in drawing the outfit herself will stay within a certain ballpark to the original, the fact that all shadows and highlights were in the same spot, shape and seemingly color-picked was troublesome, particularly due to her already having previously copy-pasted and “replicated” parts from the model design for the mousepad. As such it wasn’t out of the picture that she would do it again in this case.

Additionally, multiple people have asked me whether/since when I have been drawing the chibi model for Mifuyu due to the extreme similarities in certain parts.

When I informed Mifuyu that I will not be her artist anymore and told her that I was very uncomfortable with this kind of copying and “replicating”, Mifuyu responded with a disproportionate outlash in which she deflected any responsibility and asserted her [“stance on it”](#):

Rather than addressing the specific points I mentioned of “**color picking** and **shading** everything exactly the same”, Mifuyu responded by arguing that “it stands to reason to use the **same color palette and clothes**”.

Mifuyu’s argument is an informal fallacy as she attacks an argument that I have not expressed, but that is much easier to defend herself from and distracts from the actual issue.

The clothing and “color palette” is not of importance, not what I criticized, nor do they in any way refute my main points of the rendering being replicated.

While referencing in itself, like using a drawing to understand how something works so you can better draw **your own version** of it, is fine of course, simply putting every shadow and light source in the exact same spot, with the exact same size, with the exact same hard and soft edges and simply color picking with no further changes compared to the reference, without any further consideration or differences, is merely replicating. It is also specifically what I told Mifuyu not to do and what is frowned upon in the art community, as she should know considering her at least 3 years of online art activity.

I had not seen the model after this until she published it on her website. Mifuyu has said around the time of her website going live, that she has [“worked on it on the tier 3 server together with the boys”](#).

The “tier 3 server” is one of Mifuyu’s discord servers you can access as a tier 3 Twitch subscriber. As such I did not know whether she respected my request of not copying parts so closely until the chibi model was published.



Some time after I contacted Mifuyu to let her know that I deem her actions and behavior unacceptable and [that I will not work with her anymore](#), Mifuyu published her website featuring the finished chibi model in her gallery.

Despite having told Mifuyu that I am deeply uncomfortable with the attempts of “replicating” my art for her chibi model, the finished chibi was not only referenced which I would support and as would even be normal in art;

It is an attempted replica of the schoolgirl outfit down to the exact rendering. Nevermind the fact that parts like the shoes were now even more closely copied in terms of their rendering than since I last saw them.



The exact position of shadows and lights, whether they are hard or soft, the exact colors and folds of the clothing, the exact number, shapes and positions of hair strands on the front bangs, as well as the most miniscule details like highlights on the backside of the elbow or the seam on the side of the shirt have been replicated.

Simply putting a pink overlay layer over the shoes for the sake of “changes” after being confronted does neither remove from the extreme copying nor is it transformative.

This chibi model is also used as the first example for her Live2D art commissions.

While I would not care how Mifuyu decides to use her art in private, the chibi model is not just art that she has now publicly shared and claims to be her own, which would already be highly morally questionable, but it is also to be used as a model for her streams, as well as an example she uses to advertise her own commissions.

Mifuyu is attempting to use an artwork and model which is created by copying and replicating my art and my skills and passing it off as fully her own creation and intending to profit from it.

She has also drawn [a hoodie for the chibi model](#). This hoodie accordingly looks **vastly** different to the rest of the chibi in all aspects of the rendering. “Coincidentally”, Praline has not drawn such a hoodie before.

Up-close comparisons of the model made by me and the chibi model can be found [here](#).



4. Confrontation, Mifuyu's response and legal threats

After a lot of consideration, because of all the grievances I've had with her despite my warnings, I decided that I do not want to continue working with her. I wrote her a message where I once again explained why the [previously mentioned cases](#) were simply not okay and that replicating, editing or misusing someone's art without permission is never okay, regardless of how good our standing might have been at any point or that I was getting commissioned for her. That at the end of the day, it is still the artist's work and creation.

12. Oktober 2022



Praline RIP13 in Hell7 IV. 12.10.2022

You have broken my tos on multiple occasions: When you showed me the sketch of the mousepad where you cut out parts (ears and hair) of the model and put it on the sketch without my consent. I didn't know how to react, especially when you ask an artist if they could draw the eyes for you... You either draw it yourself or commission it! I just ignored it and hoped this will be the only time.

When you asked if you could "use schoolgirl parts of the model to make it a bit easier" I didn't know what you meant so I answered the common copy/pasting and tracing is in no form allowed. Since it's your model design I said referencing is fine but it does not mean to heavily reference it to a point where you color picked and shaded everything exactly the same to the point where people thought you just copy/pasted it and deformed it a little.

You also apart from the model commission did break my tos for my other commissions and didn't properly credit me or edited it without my consent, I have watched this for a long time now (for twitter banner and the alien isolation thumbnail). Now you also went ahead and used the model file, that I explicitly told you is only for the rigger, and used part of the file as assets for the tattoos on your halloween drawing.

In the beginning you were really friendly and tried to be friends which was nice but is a separate thing from our past work relationship. However, going ahead and misusing my art as you please is unacceptable, regardless of our standing at any point in time. If you really like an artstyle and even get commissions from an artist it doesn't mean it's ok to do these kind of things. Art is someone's work and even if you pay for a commission it is still their creation that you should be using in good faith. (Bearbeitet)



Mifuyu 12.10.2022

Hey Praline,

I read through your message and this is my stance on it. The numbers represent a response to every paragraph, the rest is a general remark.

The dynamic of our relationship and commissions was relaxed and friendly until two weeks before the deadline, because you REPEATEDLY missed prior established deadlines. In that sense you broke your own ToS multiple

Mifuyu responded with her "stance on it" and a "general remark":

She claims that I have "repeatedly missed prior established deadlines", even though as I have shown throughout this document the only two deadlines that were set I have kept, and that I have "refused payment".

While I can admit that I should have asked for payment right away as it brought some uncertainty into the commission for a few months in regards to the model, we have **both agreed** on deciding on the price of the entire commission after I finish the design itself as I have not drawn a Vtuber model before and was very unsure how to price it. When we finally discussed the price and I gave her my offer, specifically for everything decided on for the debut meaning the model with the schoolgirl outfit and a set amount of toggles, she accepted it without any expressed complaints or hesitation.

She somehow concludes: "As per your TOS, I have the **legal right to request a full refund and keep the product in its current state** whatever that state may be" and that she "felt this did **not need to be mentioned as we could both brush off legality**".

Disregarding the absolute insanity behind the concept of receiving a full refund for a fully finished and fully satisfactory product, because the artist didn't stick to their *general* ToS despite both having agreed to do things in those specific ways due to the unique circumstances; even my old ToS did not say that, not even close.

The sudden mention of "legality" and "look into legal advice" is also completely out of place considering I simply stated I do not want to work with her anymore and repeating that she can not copy my art or misuse it as she wants, because it's immoral.

My old ToS which I adhered to for the model (even though Mifuyu's lawyer later claims that I am applying new ToS to this case) clearly says that while refunds are possible, they depend on how far I got with the commission.

The model was fully finished and was accepted, as such even by my old ToS she is not entitled to a refund, nevertheless a full refund.

Also very peculiar how we went from half a refund for an unfinished model to a full refund for a finished model. Not to mention that the price includes the design which she has received.

The only concrete things that were done differently to my ToS was that the payment went through bank transfer rather than Paypal and that the payment would be decided later as I have no experience in pricing Vtuber model art. Again, these deviations from my ToS were mutually agreed on.

our standing at any point in time. If you really like an artstyle and even get commissions from an artist it doesn't mean it's ok to do these kind of things. Art is someone's work and even if you pay for a commission it is still their creation that you should be using in good faith. (Bearbeitet)



Mifuyu heute um 23:16 Uhr
Hey Praline,

I read through your message and this is my stance on it. The numbers represent a response to every paragraph, the rest is a general remark.

The dynamic of our relationship and commissions was relaxed and friendly until two weeks before the deadline, because you REPEATEDLY missed prior established deadlines. In that sense you broke your own ToS multiple times, even before the commission was established, because you kept REFUSING payment for the requested commission.

As per your ToS, I have the legal right to request a full refund and keep the product in its current state whatever that state may be.

I felt that this did not need to be mentioned as we could both brush off legality.

1- The mousepad was a commission I was requesting from YOU. I made this sketch to make it easier for you to finish the commission ASAP.

2 - The colors for the model are from my design. As I have ownership over Mifuyu and the model, I should be able to use my colors on my art. The chibi model has been drawn integrally by myself. As the chibi model is a miniature version of the main model, it stands to reason to use the same color palette and clothes.

3 - I apologize for taking the artwork and using it in the thumbnail for Alien Isolation. You should have informed me as soon as this happened, as I did not consider it at the time, our relationship being on amiable terms.

4 - It was at no point intended to use any of your creations in bad faith nor was it intended to damage your image or reputation. I have been very transparent about the origin of the art pieces and I have been publicly very positive about you to my community.

I will also look into legal advice regarding this matter because we obviously don't see eye to eye. This will help clarify who is right and who is wrong, and create the path to proceed further. I would appreciate being notified of any accidental breach of the applicable (previous) ToS, as the new one was made after the commission was confirmed.

This is not done in bad faith. I truly still believe and hope we can go back to the friendly manner we were in, prior to this whole situation, but I think this is the right approach to resolving this as cleanly as possible.

Have a nice evening.

This was agreed on by both of us though, with me even offering partial payments for her comfort which was simply ignored, so I do not know how this is then "breaking" the ToS and why it would result in specifically *her* needing compensation.

In telling her the reasons why I do not want to work with her anymore, I specifically explained all the absolute no-go's for me and in art in general like copy-pasting, replicating/tracing.

It is also important to note that Mifuyu is not a newcomer or someone who doesn't know any better. Mifuyu has been streaming art since the 29th of March **2019** according to [Twitchtracker](#), posting [art on Twitter](#) since 2019 as well and has [previously been called out](#) and apparently, in private, been explained to why her tracing is wrong.

It is implausible to excuse Mifuyu's behavior as ignorance, especially when I explicitly told her that it is not okay multiple times.

Mifuyu simply deflects or redirects all blame back to me:

According to her the copy-pasting for the mousepad was fine, because that was a sketch she was doing for me apparently. This was never mentioned or expressed to me, I have never agreed to it and there was no indication for it at any point, nor does it make any sense in the first place to have someone literally replicate my art for me to take over and then ?Redraw it?

In regards to the chibi, [as previously mentioned](#), she distracts from the tracing and replicating by arguing that she can use the “color palette” and “clothing” of her design as she owns it. While I would even agree that she can use those, that is not what I argued to begin with, but again, the replication of my art, the attempt of imitating my rendering without adding anything of her own.

She apologised for editing my sketches, before returning that I should have informed her asap, as she thought it's fine because of “our relationship being on amiable terms”. While also striking uncanny similarities in action and wording as another case where [Mifuyu mocked another artist for asking Mifuyu to credit her](#), the relationship between two people doesn't automatically grant a pass to edit their art. If anything, good standing between two people should make it even easier to ask them for permission since it is still their work after all.

She also, despite organising her response to address each of my paragraphs, **fully ignores** that I noticed her copy-pasting the tattoos from the model, even though I again explicitly told her **not to mess with or copy-paste from the model files** in any way.

Lastly she denies ever talking poorly about me or my work and claims she is always crediting me and using my works in good faith.

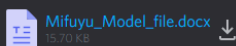
Hard to agree with that, seeing as she repeatedly went against my will and requests to simply not attempt to replicate my art in absolute detail, to not copy-paste from the model, while she [also complains about the design on her streams](#).



Praline RIP¹³ in Hell⁷ IV. heute um 23:41 Uhr

Ok I see how it is. I don't need your personal stance on my ToS and you completely missed the point. Here is the screenshot of my old ToS. The only deadline we discussed was until the end of July and after the sketches of the model I offered partial payment for the base and extra payment later, but the topic never got mentioned again.

From this point on I will not work on any projects for your channel in the future and will prepare everything for the Model file since it's only supposed to be for the rigger to use.



the word file is basically the same as my now normal ToS only stated specifically for this model so everything is clear (Bear/beliet)



Mifuyu heute um 23:55 Uhr

Quote " and you completely missed the point. " Then what is the point? Explain please,



Praline RIP¹³ in Hell⁷ IV. heute um 23:55 Uhr

that you broke my ToS

I sent her the **old** ToS as well as a personalized draft of my updated ToS which I had already told her earlier were only for any commission work **from that point forward** since I had finished everything for the debut. I told her again that the only discussed deadline was the end of July. She *again* does not comment on or correct me on that, yet her lawyer will later claim that I attempted to apply my new ToS on this model.



Mifuyu 12.10.2022

Quote " and you completely missed the point. "
Then what is the point? Explain please,



Praline RIP¹³ in Hell⁷ IV. 12.10.2022

that you broke my ToS



Mifuyu 12.10.2022

we BOTH did?

I admitted to mine, I apologized and asked you to notify me immediatly if I ever do it again.

I never complained even a singular time when you broke your OWN ToS

All I want is the rights to my model and that's it. It's still not finished in its current state, but I will accept it as is.

Any other requests from my rigger will be brought forward if you still wish to be contacted about it,

13. Oktober 2022



Mifuyu 13.10.2022

What do you still want out of this?



Praline RIP¹³ in Hell⁷ IV. 13.10.2022

yes if the rigger needs something changes on the model parts I did I will fix them. The Model is done but doing these revisions for the rigger is still part of it.

Mifuyu continues to argue,

- claiming "you broke your OWN ToS",
 - and never explicitly stating how,
- that she "just wants the rights to my model",
 - but never explaining what she even means after being asked multiple times,
- and that "it's still not finished in its current state",
 - despite having previously said herself and being told multiple times that it is finished except for minimal optional cutting that the rigger might not even need.

She of course does have the rights to the model as well as the design that she commissioned me for, except for the copyright, as in she is not allowed to claim my art as her own, edit it, further use it in unintended ways, like copy-pasting parts for her own art.

Those are literally the only restrictions and I have reminded her of them multiple times. These are absolute basics in copyright and common knowledge in any creative media, including art which she has multiple years of experience in.

 **Praline RIP¹³ in Hell? IV.** 13.10.2022
yes if the rigger needs something changes on the model parts I did I will fix them. The Model is done but doing these revisions for the rigger is still part of it.
If you see in the word file I also explained that I did the naked base on my own accord and not by your request thus it's not included in the Model commission itself. But if you want to I offer you to have everything and the rights to the body parts underneath the clothes for 500€. I only want to be rightfully credited and thats it. (Bearbeitet)

 **Mifuyu** 13.10.2022
Okay, thank you for clarifying that.
I'll keep that in mind for the future, how long do I have time to send you the 500€ for the full model rights? (It states 3 months in your model file docx but I just wanted to reiterate to make sure.)

 **Praline RIP¹³ in Hell? IV.** 13.10.2022
ah no the 3 months mean that I preserve the files. Until the rigger doesn't need anything anymore the 3 months will start (Bearbeitet)

 **Mifuyu** 13.10.2022
Ok, so till the rigger gets to look through the files and finish the rig.

 **Praline RIP¹³ in Hell? IV.** 13.10.2022
yes

I repeated that I will do any cutting the rigger might ask for and again reminded her that the naked model is not included as it was merely for my own convenience for creating more outfits as was planned to eventually happen, but that I am willing to sell it to her. With the release of the document the naked model has been given to her for free as any attempts of talking with her have failed and I can't continue wasting energy on this.

After this point, Mifuyu only sent two more messages in the span of a couple days, with a "formal" tone and disregarding any attempts of talking from me. Instead, she answered with legal threats and referred to her lawyer:

 **Mifuyu** 20.10.2022
Hi Praline,
I hope you are doing well.

Pursuant to our conversation, I took the time to review everything and consult my attorney on our ongoing dispute.
I have been advised by them that I have a strong case against you and none of your terms will hold any validity before any Court of Law. I have also been advised not to pay you anything over what I have already paid.
I really appreciate our relationship and the time you have put into this project, based on which I request you to send me the base file and grant me all other rights, in order to avoid further legal proceedings (I have, of course, received legal advice on this).
I will absolutely make sure to credit you in all possible ways for the new model.

I was advised that this would be the most amiable solution for the both of us, and if you believe the contrary please know that my lawyers will get in touch with you.

 **Praline RIP¹³ in Hell? IV.** 20.10.2022
I tbh dont know if you mean with base file the normal one or the naked one, if its the normal one pls skip the first question and go to the part which starts with (normal base). one question first: do you understand that you didn't pay for naked base at all and thus I dont have to give it to you?
(normal base) You payed for the model with outfits, kiko toggle, other hairstyles and expressions, I will send an updated version when i have time today. (The naked base I only made for convinience in the future, I could have finished the model without doing it. Only because i drew it myslef doesn't mean its automatically part of the commission you paid for) (Bearbeitet)
to the main commission you already paid for you already have the commercial rights of course as I multiple times already stated, I just wrote what is ok to do with the model files *art*. It's just the standart dont copy/paste, trace, edit, or use the art as base. It's something that I really thought I didn't had to say since is just basic knowledge in the art community (Bearbeitet)

 **Praline RIP¹³ in Hell? IV.** 20.10.2022
also strong case against me, do you actually mean you want to do something about the model that been finished already? I dont understand why you bring this always up since the model has already been done and you didn't request a refund or anything in the process. Why didn't you say something earlier if something was wrong. If something was wrong I would have first worked it out with you before finishing. You saying you just want the rights to the model file I will send you today but at the same time threatening me with legal stuff about refunds or something I just dont understand what you want yourself and I think you dont understand my basic request. You have your finished model (as I said i will still fix stuff for the rigger), I just offered the naked base since it was not included in the commission. Of course if you feel like you dont want to use the naked base in the future so that another artist has to only draw the outfit and not the bodyparts then everything is fine and done. (Bearbeitet)
As I said I just want a credit and I didn't thought I had to say the stuff about not edting etc since it was normally understood, the other ToS stuff were only things included for a process for another commission if it would've come to it (before I send you my new website with tos you got a word file with the the same tos, I just first send you every tos before implementing it for the future that isn't important anymore)
i hope its understandable know what exactly i want (which you already said you will absolutely do it so I already have everything I want) and what I request you not to do with *my art* in the file. The naked base was just an offer. (Bearbeitet)

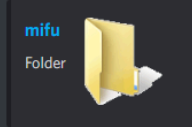
 **Praline RIP¹³ in Hell? IV.** 20.10.2022
I really hope the best for the future and that everything will go smooth. I just couldn't watch it anymore and stated what bothered me and just hope I don't have to see it anymore. (Bearbeitet)
I kindly ask you to either tell the rigger to contact me or send me their contact since I don't want to deal with this anymore (expect the naked base in the future).



Praline RIP¹³ in Hell? IV. 20.10.2022

ok here is the file and will be in close contact with the rigger for layer fixing https://1drv.ms/u/s!Ask-_tLoKxHR1UmPK-USE7laCnP2?e=JeTdf4
thank you for reassuring me that you will credit me and again I'm just asking you to do not the basic copy/pasting, tracing, editing *my art*
As promised I will keep the naked base for shortly after you debuted if you ever have the interest

With that I wish you a smooth work on your debut! (Bearbeitet)



21. Oktober 2022



Praline RIP¹³ in Hell? IV. 21.10.2022

do I at least a heads up or is there still more you want?

22. Oktober 2022



Mifuyu 22.10.2022

Thank you for your replies.

A response from my lawyer will be forthcoming shortly regarding the future base model payment.

However, please be assured that I have instructed my lawyer to take care of both of our interests. You will receive an offer with some legal documentation in due course.

I won't bring it to further legal actions including suing you, provided we are both able to agree on mutual terms.

I appreciate your time. Have a nice day.



Praline RIP¹³ in Hell? IV. 22.10.2022

thank you finally for the responds

I assume now that you mean with base the naked base layers. Since the model work is done on my side I'll gladly accept the work of your lawyer and will have a look at everything in my free time.

I still don't really understand for why you would sue me exactly but I don't care about it as long as it's done and finished with.

I kindly ask you to either tell the rigger to contact me or send me their contact since I don't want to deal with this anymore (expect the naked base in the future).

As you can read in the screenshots, Mifuyu writes that she consulted her “**attorney**” and has been advised to not pay me, claiming that “**none of your terms hold any validity before any Court of Law**”.

She also threatens me with legal action, saying that: “I request you to **send me the base file and grant me all other rights, in order to avoid further legal proceedings**”.

I attempted to talk it out with her, asking her for more information like what exact rights she means, simply repeating that all I wanted was for her not to abuse my art of the model, sending message after message, and sending her the model with all the *optional* cutting that was demanded.

Mifuyu responds with a “Thank you for your replies.” and ignores everything.

The only information she has for me being that “A response from my lawyer will be forthcoming shortly [...] **I won't bring it to further legal actions including suing you, provided we are both able to agree on mutual terms.**”

An email from Mifuyu's lawyer did arrive which included a legal notice and a draft of a "Mutual Release Agreement".

ISSUED BY ELECTRONIC MAIL

**THE LAW
OFFICES OF
RAJAT
MOHINDROO**
OFFICE ADDRESS:

MUMBAI, MH-
4

ALSO AT,

Date: 11/04/2022

Subject: Mutual Release and Transfer of Rights in the Mifuyu base model

Dear

I am addressing this legal notice (hereinafter, **"notice"**) upon receipt of instructions and on behalf of my client, (hereinafter, **"my client"**) in connection with your various communications and an oral agreement to work on the Mifuyu design comprising of its base naked layer along with the outfits (collectively referred to as the **"design"**). In this pursuit my client informs me that as on October, 2022 there exists a dispute between your good-self and my client concerning the ownership of the base layer of the design, which you are wrongfully claiming and also trying to extort another € 500 for transferring the same to her.

Upon being retained by my client, I have personally reviewed evidence at length and have observed certain issues and short-comings from your end which constitute potential legal action against your good self and such issues are also stipulated hereinbelow;

a. Lack of a valid agreement provided by you as a service provider

This legal notice claims that:

- I am trying to extort 500€ from Mifuyu
 - Despite this literally being an optional offer for additional assets to help her with future outfits
- that I failed to provide a scope of the work or a timeline despite Mifuyu supposedly having repeatedly asked
 - Even though there was only one deadline set, which I upheld
- that the updated Terms of Service don't bind my client and are "unfair"
 - while the new ToS were specifically for any further outfits or toggles
- and that I violated her rights as a consumer by not providing her with information
 - despite continuously updating her on any progress and sending wips whenever she demanded.

However, the legal consultant reassures me that the *benevolent* Mifuyu has requested **to not aggressively initiate legal action against me** and that she will even credit me for the model, **as long as I sign a Mutual Release Agreement provided by him and transfer all Intellectual Property Rights, including the copyright, to Mifuyu.**

By quote-googling parts from the Mutual Release Agreement you can find that it is a slightly edited template, specifically designed for US-american law despite neither Mifuyu or me residing in the US or even close to it, provided by “Thomson Reuters Practical Law”, where Mifuyu’s legal consultant simply followed the annotations and edited names and details as need be (although he still managed to write the date as “2020”).

This Mutual Release Agreement is an absurdly biased transfer of all of my rights and contains:

- **A transfer of all intellectual property** and its rights, including copyright, to Mifuyu
- **prohibits us from ever talking about this agreement**, the payment, anything relating to it and to not ever speak negatively about the other person in any way whatsoever for the rest of our lives (*note that the template has instructions to state a timeframe for this clause, yet Mifuyu’s legal consultant **deliberately** deleted the instructions and decided not to add anything*)
- a “covenant not to sue” which **prohibits ONLY ME** from ever suing Mifuyu in regards to this entire situation and **forces me to pay for all her legal fees if I ever do sue her** (*note that nothing close to this exists in the template, meaning that Mifuyu’s lawyer **deliberately** added this, it also **seems to be one of the only sections that was written solely by him***)

While only offering me 500€ and credit for the model.

MUTUAL RELEASE AGREEMENT

This Release Agreement (the "**Agreement**"), is executed on this (*) day of (Enter month), 2020 (Effective Date) by and between (Enter your name), an individual having her place of residence at (Enter address) (hereinafter referred to as the "**Client**") and (Enter Praline’s legal name) (hereinafter referred to as the "**Service Provider**"). Both, Client and Service Provider shall be collectively referred to as the "**Parties**".

WHEREAS, the parties have reached a mutual settlement concerning the Client’s request for the assignment of all right, titles, and interest including all Intellectual Property Rights and commercial rights to use in the Mifuyu design (including the base naked design) by the Service Provider for a full and final sum amounting to €500 ("**Settlement Payment**")

WHEREAS, to ensure that the terms are clear and complied with by both parties, the parties are entering into this Agreement.

NOW, THEREFORE, in consideration of the premises set out above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Settlement Payment

Google

"NOW, THEREFORE, in consideration of the premises set out above" X | | |

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Ungefähr 151 Ergebnisse (0,23 Sekunden)

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Termination Agreement, dated as of June 3, 2022, between ...

NOW, THEREFORE, in consideration of the premises set out above and other good and valuable consideration, the receipt and sufficiency of which are hereby ...

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release agreement - Westlaw

NOW, THEREFORE, in consideration of the premises set out above and other good and valuable consideration, the receipt and sufficiency of which are hereby ...

2. Material Settlement Requirements

- 2.1. For the settlement payment to be concluded in terms of the *Clause 1* above, the Service Provider irrevocably and unequivocally acknowledges and agrees to;
- 2.1.1. Transfer any and all of her rights, title and interest vested in the Mifuyu design (including the naked base design), along with any outfits, rough sketches, notes, previous designs, saved templates, prototypes or derivatives in the Client.
- 2.1.2. Transfer any and all intellectual property rights and proprietary rights along with any commercial rights to use the Mifuyu design (including the naked base design), along with any outfits, rough sketches, notes, previous designs, saved templates, prototypes or derivatives in the Client.
- 2.1.3. Do any and all such acts and file or assist in filing any such documentation/forms or paperwork that is necessary to transfer any/all rights stipulated under *Clause 2.1.1* and *2.1.2* in the favor of Client.

For the purposes of this Agreement, "*Intellectual Property Rights*" shall mean the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

1

- a. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement in the Mifuyu design;
- b. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work in the Mifuyu design;
- c. any other proprietary or similar rights

5. Confidentiality

- 5.1. Subject to the terms and conditions of this Release Agreement, each Party acknowledges the confidential nature of the terms and conditions of this Release Agreement (including the fact that a Settlement payment is being made and the amount of such Settlement Payment) (collectively, the "**Confidential Information**") and agrees that it shall not (a) disclose any of such Confidential Information to any person or entity, except to such Party's Representatives, employees, advisors and other representatives who need to know such Confidential Information to assist such Party, or act on its behalf, to exercise its rights or perform its obligations under this Release Agreement, or (b) use the Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Release Agreement. Each Party shall be responsible for any breach of this Section 5 caused by any of its Representatives, employees, advisors, or other representatives. The Parties acknowledge and agree that this confidentiality provision is a material element of this Agreement and that any breach of this confidentiality provision by either party would cause irreparable injury to the non-disclosing party. Any violation of this confidentiality provision shall be deemed a material breach of this Agreement.

6. Publicity and Announcements

- 6.1. Neither Party shall (orally or in writing) publicly disclose or issue any press release, make any other public statement, or otherwise communicate with the media (including social media), concerning the termination of the Agreement, the existence of this Release Agreement or the subject matter hereof, without the prior written approval of the other Party, except to the extent that such Party (based on the reasonable advice of counsel) is required to make any public disclosure or filing regarding the subject matter of this Release Agreement (i) by applicable law or (ii) in connection with enforcing its rights under this Release Agreement.
- 6.2. After the full execution of this Release Agreement, neither Party shall make, publish or communicate to any person or entity or in any public forum any comments or statements (written or oral) that intentionally seeks to denigrate or disparage, or are detrimental to, the reputation or stature of the other Party or its businesses, or any of its employees, directors and officers.

- 7.1. Upon the Service Provider's receipt of the Settlement Payment, the Service Provider hereby and forever in perpetuity covenants not to sue the Client in connection with the Claims.
- 7.2. The Service Provider acknowledges and agrees that this covenant not to sue provision is a material element of this Agreement and that any breach of this provision by it would cause harm to the Client. Any violation of this covenant not to sue provision shall be deemed a material breach of this Agreement. The Service Provider acknowledges and agrees that, in the event of a breach of this covenant not to sue provision by it or its agents, the Service Provider will be liable to the Client for its attorneys' fees and costs in defending itself in a lawsuit.

Due to the perceived urgency and expressed threat of legal action if I don't comply with Mifuyu's demands, I initially took this very seriously and was incredibly stressed from the real threat of being taken to court, particularly as a broke and busy student.

However, I got suspicious due to some inconsistencies in the level of writing and Mifuyu's real name being spelled differently between the mail and the legal notice. Or that Mifuyu went from first talking about her "attorney" to her "lawyers" to just one "lawyer" until finally being contacted by a "legal consultant". Or him continuously referring to the naked model as the "Mifuyu design" despite those being separate things.

Out of curiosity I looked up his name and immediately found his Fiverr account where he offers gigs such as "I will be your lawyer and provide you with the best legal advice".

rajatmohindroo
LEVEL TWO
Speaking the Lawyer language for the layman
★★★★★ 5 (233 reviews)

Among my clients

- TESSA MAC
- Speedex News

Contact Me

From: India
Member since: Jun 2020
Avg. Response Time: 1 hour
Last Delivery: 9 hours

Among my clients

- TESSA MAC: Personal Consulting
- Speedex News: Data Analytics

233 Reviews as Seller ★★★★★ 5

Gigs:

- Gig 1:** I will be your lawyer and provide you the best legal advice. 5.0 (110). Starting at €84¹¹.
- Gig 2:** I will write legal articles and research projects in 24 hours. 5.0 (65). Starting at €52⁵⁷.
- Gig 3:** I will draft kickass legal notice and letter of dispute in 24 hours. 5.0 (45). Starting at €105¹⁴.
- Gig 4:** I will write customised non disclosure agreement for your... 5.0 (7). Starting at €31⁵⁴.
- Gig 5:** I will draft terms and conditions, privacy and cookie policy for... 4.8 (6). Starting at €84¹¹.
- Gig 6:** I will make your business stripe compliant. 4.8 (6). Starting at €84¹¹.

Sort By: Most relevant

I can not confidently put much blame on him since at the end of the day he is simply doing his job (though whether it excuses the negligence in properly researching the topic of European copyright law and what these Vtubers are that her client is talking about is debatable).

With the help of Arkucoffee for wording, I wrote him a reply, which the lawyer explicitly asked for at the end of his email to me, in which I explained the entire situation and corrected him on some of his accusations.

I offered to send the naked model for free to Mifuyu since I just do not want to have to deal with the financial and psychological stress of Mifuyu attempting to sue me, particularly after she has shown a complete inability/unwillingness to actually talk about it in any way.

I explicitly asked for a response to Mifuyu's decision at the end of the email.

As of the release of this document, it has been over a month without a response from either Mifuyu or any representative of hers.

Mifuyu in the meantime has confirmed with a review on Fiverr that she did in fact purchase the legal consultant's services through it.

The screenshot shows a Fiverr profile page for a user named 'rajatmohindroo'. The profile is divided into two main sections: Skills and Education.

Skills:

- Legal drafting
- Legal research
- Content strategy
- Relationship advice
- Legal writing
- Legal consulting
- Proofreading

Education:

B.A. - General Law
Bharati Vidyapeeth University, India, Graduated 2017

Reviews:

anthonymslek (Singapore) - 5 stars, 1 month ago
Communication with Rajat was exceptional throughout the entire project. He pays close attention to the requirements and provides compelling insights backed by detailed research. I wouldn't hesitate to work with Rajat on future projects again.
Purchased: [Articles & Blog Posts](#)
Helpful? ☒ Yes ☐ No

mifuyuontwitch (Netherlands) - 5 stars, 1 month ago
They were very helpful and clear about every Legal matter as well as clarifying whenever I had any questions about them. Very understanding person and always trying to make the matters a bit more easier for me.
Purchased: [General Legal Advice](#)
Helpful? ☒ Yes ☐ No

Due to her having already written a review and the legal consultant seemingly continuing with other work as well as not having received a basic answer in over a month, our theory is that Mifuyu has only purchased a “basic” or “standard” gig which only permits a single query or one “signed opinion”, and that answering to my response is not part of his job anymore unless Mifuyu pays for another Fiverr gig.

That or both the legal consultant and Mifuyu do not want to respond for any other reason. Whatever it is in actuality, I am not receiving any answers from Mifuyu, again.

As of the release of the document any attempts of resolving this matter in private have failed. The last interaction with Mifuyu was an objectively unfair mutual release agreement that would transfer **all rights, including the copyright**, to Mifuyu while prohibiting me from ever speaking about it ever again under duress of having to pay all legal costs of both parties, for a *fraction* of the model's price.

This was sent through her lawyer, who also has not answered after more than a month.

With the release of this document the naked model file will have been sent to Mifuyu, with no transfer of the copyright or any other signed documents (as by US and dutch laws this would only be valid through dedicated written and signed contracts, and doesn't even exist as such in german law).

She has not been given permission or rights to edit the model itself or to use it in any ways that are unintended, notably but not limited to using parts of the model for her own art, to portray my model art as her own or anything else that infringes on my copyright or moral rights as the artist.

She can of course utilise the naked model to draw her own outfits on top of it more easily.

I will also still comply with any demands of the rigger for fixes necessary for the rigging, although after getting in contact with the rigger when I noticed they started rigging the model, I have been told that they have not even found anything in need of fixing for now.

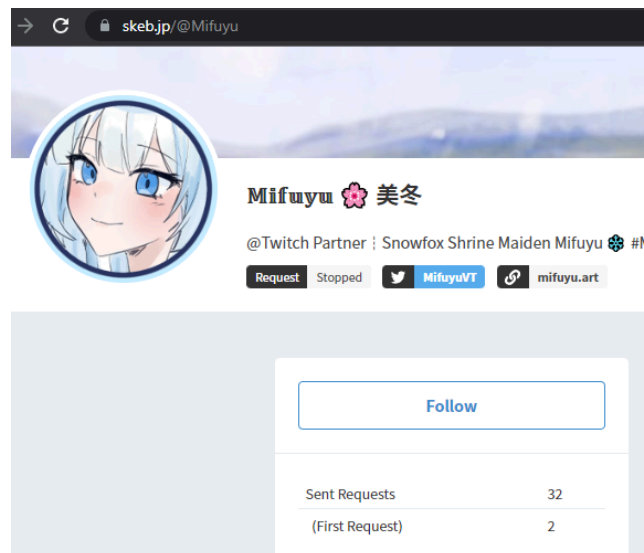
5. Issues with other people

While this entire situation was ongoing, Mifuyu has further demonstrated distasteful behavior in regards to another commission with an artist going by the name of Lux_Arts_.

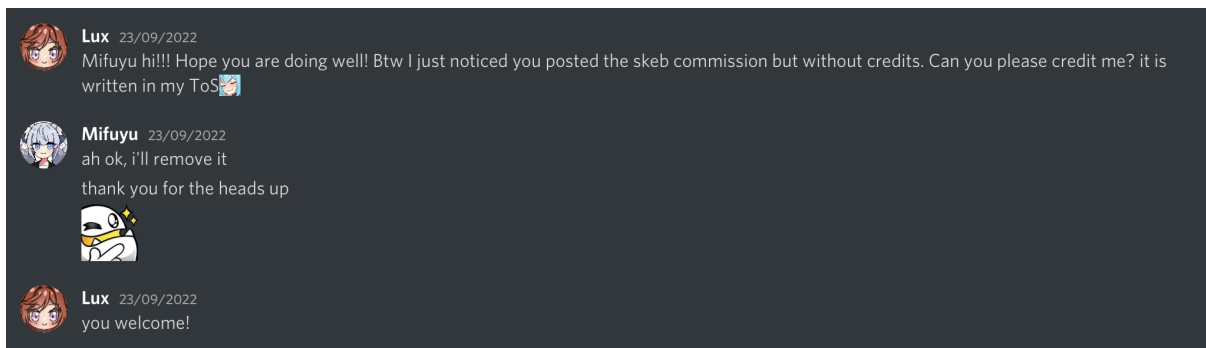
Said artist has been commissioned by Mifuyu for a skeb-styled commission, meaning the commission is performed similarly to how it works on the Skeb website, where one inquiry is sent with all relevant details and no further communication until the skeb is finished in whatever manner the artist deems fit.

This skeb-style commission was finished by Lux_Arts_ for Mifuyu and as per Lux's terms of service needs to be credited if shared on Twitter and, just like the Skeb guidelines and regular art commissions, is for personal use only unless otherwise agreed on and paid for.

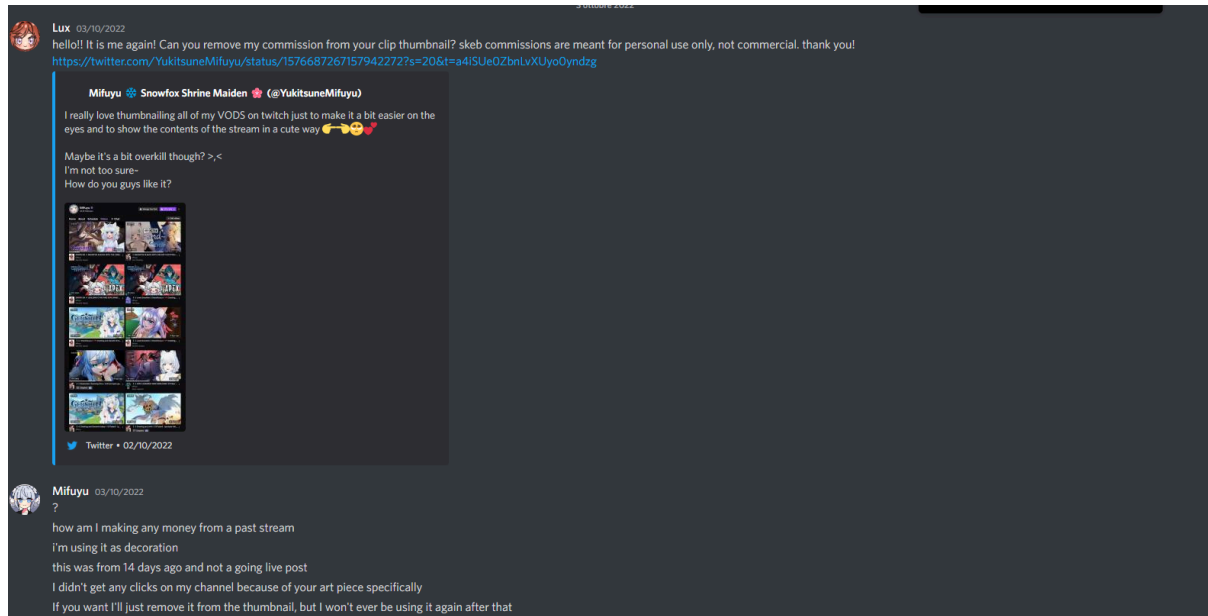
Seeing how it is a requirement to read Lux_Arts_ Terms of Service to commission her and Mifuyu furthermore at the time of writing has received 30+ skebs, and at the time of this taking place had already received a majority of those, she should have been well aware of that.



Mifuyu used the skeb by Lux_Arts_ for a stream announcement on Twitter, without credit, after which Lux contacted her to ask about adding the missing credit. Mifuyu instead decides to remove the stream announcement with the artwork altogether. While perplexed, Lux did not further inquire as to why that was done instead of a comment on the tweet with credit as Mifuyu has done for past stream announcements and as is done by Vtubers in general.



Merely a couple days later Mifuyu proceeds to use the skeb-style commission by Lux for Twitch Vod thumbnails. The usage rights for Mifuyu are still restricted to personal use. Seeing as Twitch as a platform solely exists to publicly share or consume content and monetize it, any art used on her Twitch account as a streamer, while not explicitly generating revenue still is considered commercial, as it could be considered to help build her brand and due to the nature of the platform. Lux again contacted Mifuyu as such commercial usage has not been discussed or approved of.



Do note, despite this being a simple reminder as to how the art is allowed to be used, Mifuyu retorts that she “won’t ever be using it again after that”, ensnaring Lux, for simply asking Mifuyu for her rightful credit, in a situation where either she accepts Mifuyu using the artwork in ways Lux has not allowed her to and Mifuyu has not paid for, or have Mifuyu not share the artwork anymore.

Lux proceeds to briefly reiterate on what Mifuyu is and is not allowed to do with her art, particularly pointing out that it is not about using the artwork but *how* it is used and that to this point she has not been credited in any way whenever Mifuyu has used the commissioned artwork.

Mifuyu in poor taste mocks Lux by replying with “I gotchuu” and showing the art in question completely covered with “credit” to Lux. Mifuyu continues to answer that she will not use the artwork anymore and with *heavy* passive-aggressiveness says that she “thought we were friends” and implies that one would have had to “*meticulously* read the ToS” and that after all it was a “sketch you made for me that I paid for”.

Lux simply reiterates that it’s just about the prohibited commercial use and not using the artwork itself and that reading an artists’ ToS is always essential for commissions.



Mifuyu did not answer and no more messages were exchanged thereafter.

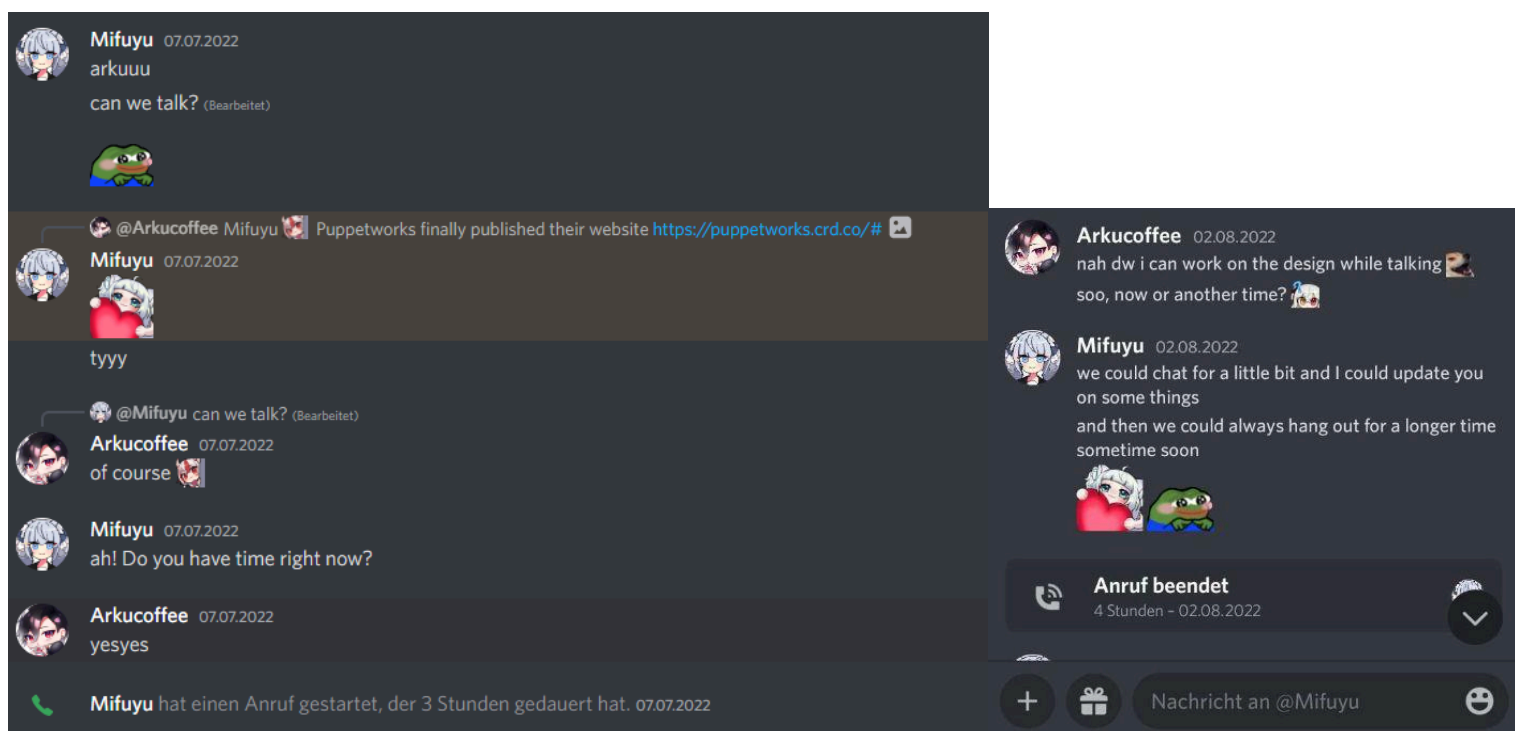
6. Attempts at resolving it privately

Attempts have continuously been made to try and resolve the situation with Mifuyu. As could be seen [in earlier screenshots](#), Praline has sent multiple messages, asking what exactly Mifuyu means with certain things, whether she means the naked base or the clothed model, reiterating that she is simply reminding Mifuyu about how she is allowed to use the file of the model and the associated art, reminding her that she does have the rights to have the model rigged and to use it commercially, but not to infringe on Praline's copyright with the art itself, clarifying that Praline absolutely will do any fixes the rigger requires and that the ToS were for any future commissions.

There were genuine efforts being made by Praline to resolve the situation, particularly because from her perspective there should currently be nothing of issue with the commission, Mifuyu has been informed of new ToS for any future projects, she has not expressed any complaints with the model itself and within just a short amount of time the model would be fully finished and Mifuyu could go on and find herself a rigger.

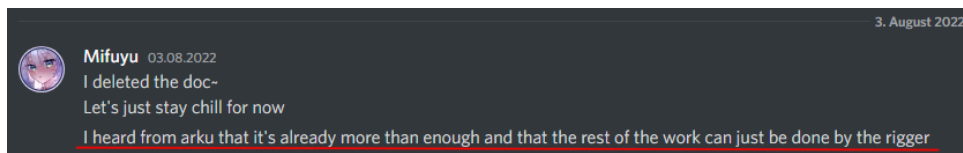
Mifuyu answered, *ignoring absolutely all questions or attempts by Praline at clearing up potential misunderstandings*, that her lawyer will be in contact with Praline shortly about the "offer with some legal documentation".

Arkucoffee has also previously spent **7** hours over the course of 2 private voice calls with Mifuyu, most of which were spent purely trying to help Mifuyu understand how both she and Praline were severely miscommunicating and how to make things smoother, particularly for the future. Arkucoffee was also having similar conversations with Praline in one of her discord's VCs.



In particular during the second call, Mifuyu has been very dismissive of accepting any guilt in the situation. Despite Arkucoffee pointing out that the miscommunication was due to mutual misunderstandings and simple differences in views on how the commission and private relations should be separated, Mifuyu continuously attempted to redirect any blame towards Praline while refusing to accept fault of her own.

Further making things difficult was that Mifuyu frequently presented information or the current situation incorrectly. Like in the example [shown earlier in the document](#), Mifuyu has on various occasions misrepresented statements from Arkucoffee or Praline and used these misstatements against them or towards the other person. One example:



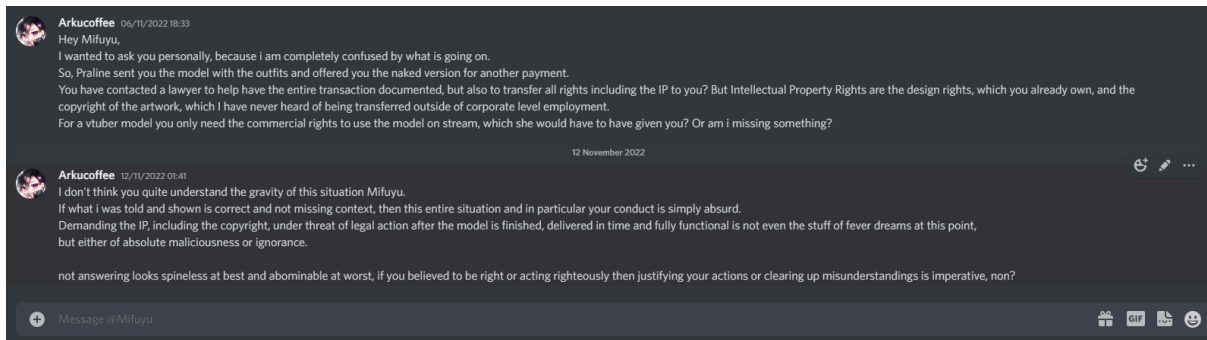
In reality Arkucoffee said that Mifuyu should stop demanding excessive cutting because Mifuyu does not have the necessary experience with models, that he heard of cases where the model was sent back due to excessive cutting being too obstructive and that the rigger will let them know what specific changes they need.

Additionally, Mifuyu for example claimed towards Arkucoffee that her and Praline were on good standing, that Mifuyu wants to continue being friends with her and continued with this notion throughout their entire call, despite the fact that Praline has explicitly told her that she does not want to be friends due to some words by Mifuyu that deeply hurt her, but simply wants to finish the commission in a professional tone.

While these individual cases may seem minor, they further added to complicating and obstructing most attempts at resolving things.

About two weeks after the final messages between Mifuyu and Praline were exchanged, Arkucoffee individually decided to contact Mifuyu in an attempt to understand what exactly ended up happening between those two and to hear her perspective on the situation.

Two messages were sent by Arkucoffee over the course of a week, expressing genuine interest in understanding specifically Mifuyu's view on what happened in his hopes that this is simply another misunderstanding again. After more information was shared with Arkucoffee by Praline, Arkucoffee further messaged Mifuyu that this situation, if what he is being told is true, is extremely messed up and that Mifuyu absolutely should speak out and clarify what parts are right or wrong or what she herself believes to be true.



No response.

Genuine attempts have continuously been made not just to try and resolve the situation at the end, but also throughout the entire commission, even to the very end after Mifuyu escalated the situation, to help accommodate for Mifuyu's needs and inability to explicitly state her demands and needs.

At the time of writing this, Mifuyu had months to reply to Praline or Arkucoffee after both attempted to talk with Mifuyu.

Mifuyu willfully did and does not attempt to resolve the situation in private, choosing instead to announce legal actions and communications through her legal consultant.

Her legal consultant, outside of sending an unreasonable mutual release agreement which included a transfer of all IP rights (this includes the copyright) and other absurd clauses, has also not responded to Praline in any which way.

This is despite Praline offering to hand over the naked model for free, as long as Mifuyu adheres to basic copyright laws as the copyright still belongs to Praline, and requesting to be informed of Mifuyu's decision.

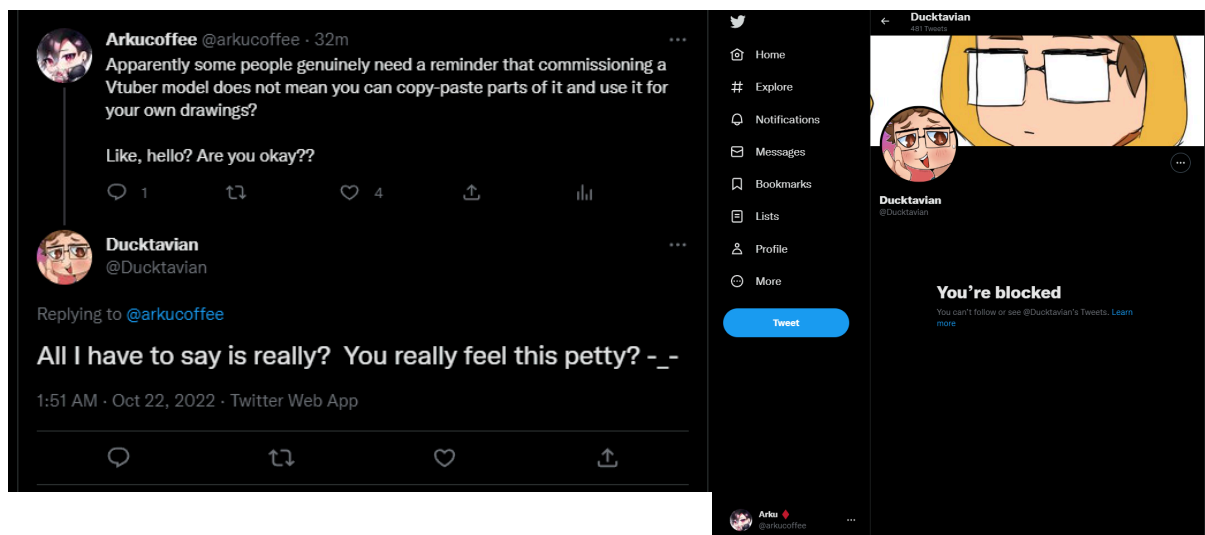
While only speculation, this could be because he has finished his task of writing one "signed opinion" that he was [paid for through his Fiverr services](#), responding would require Mifuyu to repurchase one of his offers.

7. Miscellaneous

(Please do not harass the following individual, this is not about their actions, but about the knowledge their actions imply)

Very shortly after Arkucoffee has made [a tweet](#) about the absurd concept of copy-pasting art from commissioned model art for one's own use, a follower and friend of Mifuyu by the name of "Ducktavian" decided to comment, asking whether Arkucoffee "really feel this petty? -_-". This comment was removed shortly afterwards before Arkucoffee could respond; instead Ducktavian decided to block both Arkucoffee **as well as Praline** at the same time.

Do note that Mifuyu was not named, nor hinted at, yet Ducktavian seems to both know and deem merely mentioning such a situation as "petty" and justified in blocking both Arkucoffee for expressing bewilderment about it **as well as Praline** for simply liking the tweet.

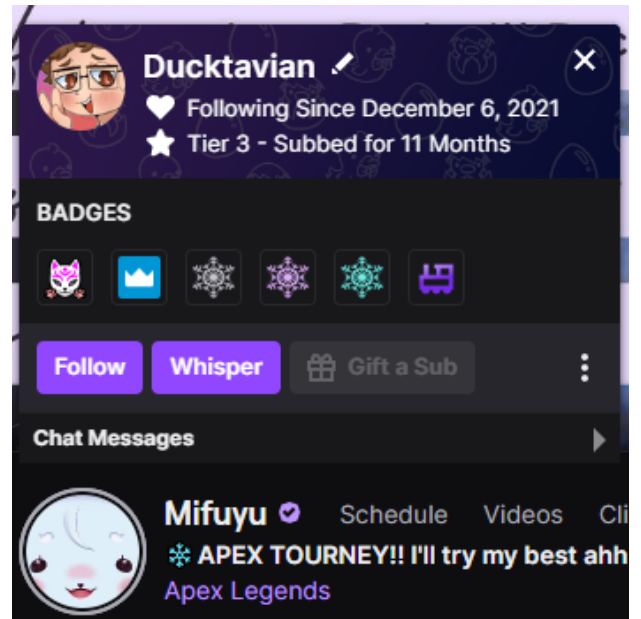


While this order of events might only be circumstantial evidence that Mifuyu has in some form shared or that people recognize that Mifuyu has copy-pasted parts of the model for her own use, seeing as Ducktavian assumed the tweet to be about Mifuyu, there is compounding evidence to further support that not just him, but some amount of her community has witnessed or in some other way know that Mifuyu has copy-pasted parts of the model for her own artworks.

(Please **do not** assume that the entirety of Mifuyu's community is this way, nor is the fact of them protecting Mifuyu of focus, but rather that Mifuyu has not even tried hiding the fact in some situations. A certain portion of her community, in part the same people who vehemently defended her back when she was confronted about tracing Chrono_co's chibis, must have been aware of her actions and she felt comfortable in her actions around them).

[As shown earlier in this document](#), the chibi model she drew for herself is heavily referencing, or rather replicating, the art of Praline. Of particular note is that Mifuyu has stated on stream that she has "[worked on it on the tier 3 server together with the boys](#)".

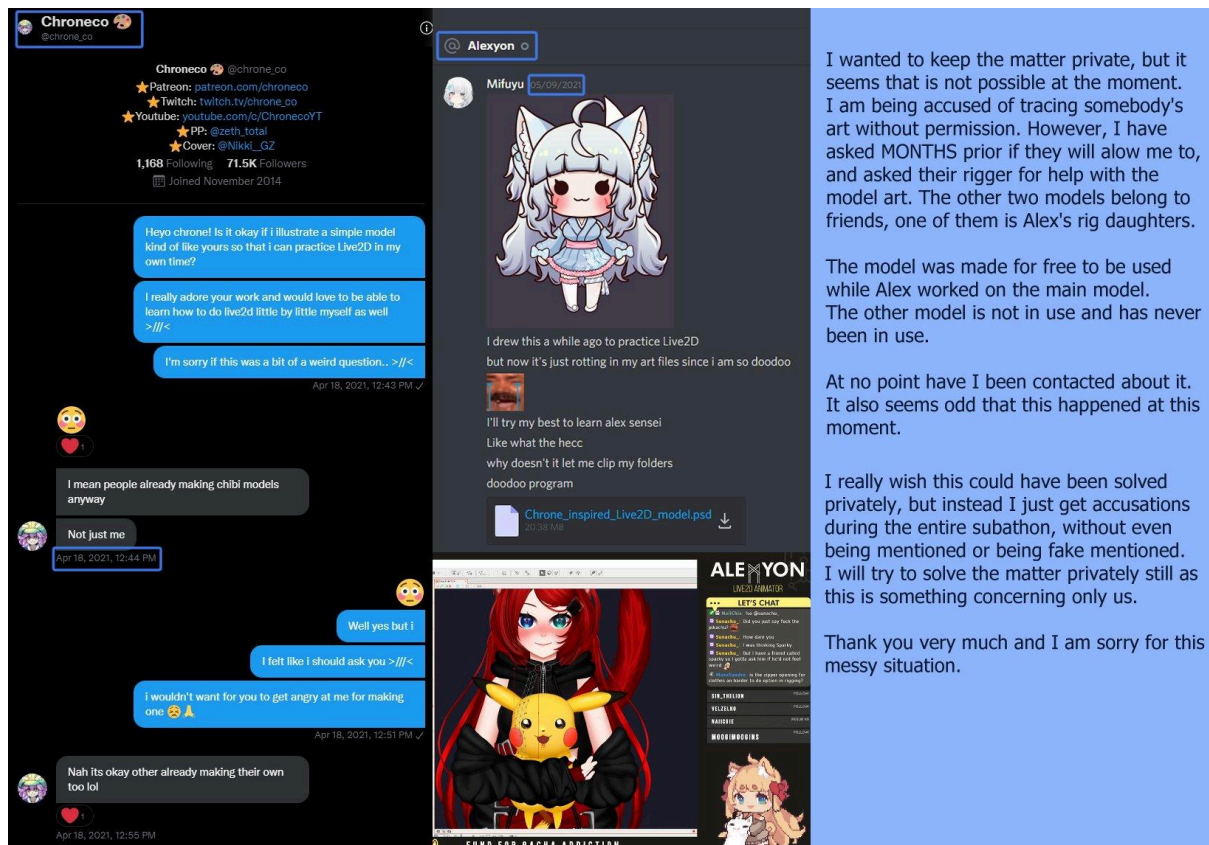
Aforementioned Ducktavian is one such tier 3 sub. Keeping in mind Ducktavian's neurotic reaction to Arkucoffee's tweet and them assuming that it is about Mifuyu, simply due to Praline liking the tweet, there is a strong suggestion that they have witnessed exactly that kind of copy-pasting or similar from Mifuyu.



Earlier this year Mifuyu has been involved in a situation where she was being accused of having traced chibi models from Chrono_co in February 2022, who [tweeted a showcase](#) of a chibi of theirs and three chibis drawn by Mifuyu overlayed over another, showing an imitation attempt beyond any reasonable doubt.



While the situation itself shall not be explained in full detail, all relevant tweets are linked in this segment for those interested, it is very important to note that Mifuyu proceeded to initially reply with [a statement](#) in which she claims to have gotten permission to trace Chrono_co's chibis, while the actual screenshots show her asking whether she can "illustrate a simple model **kind of like yours**", and **in particular pointing to the dates of those private messages**:



Of interest here is that the DMs in Twitter clearly show the messages being from April 2021. Mifuyu states that she has “asked **MONTHS** prior”, with her screenshot showing DMs with Alexyon dated as “05/09/2021”, suggesting that the DMs are from the ‘5th of September 2021”, further fitting with the fact that she is from the Netherlands in which the DD/MM format is used.

After getting in contact with Alexyon and asking him to check his DMs with her, he was able to prove that this is **incorrect and misleading**.

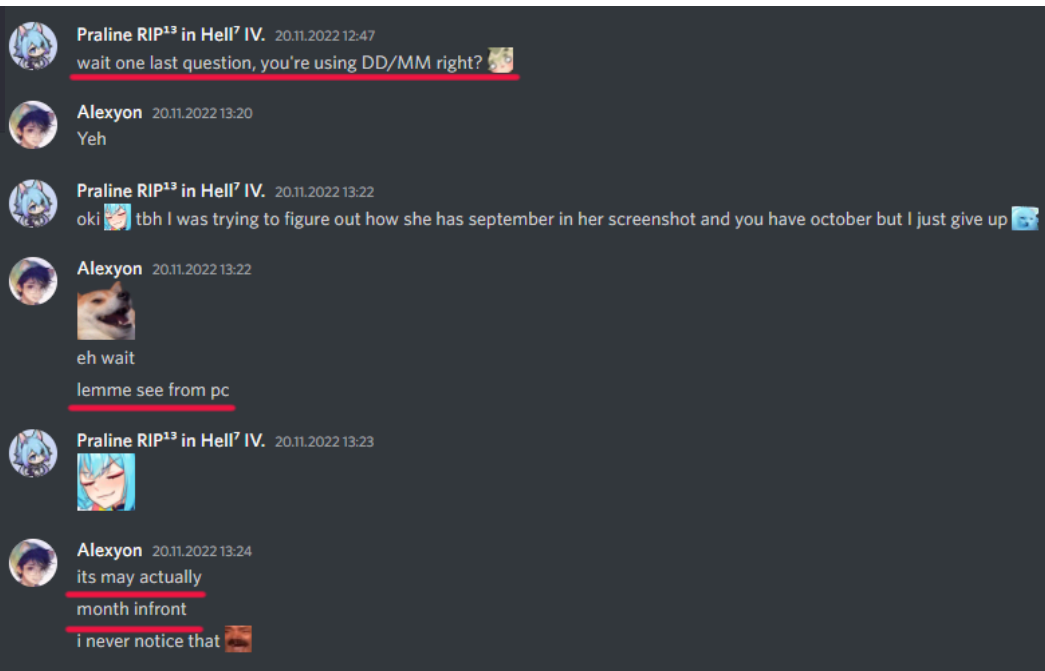
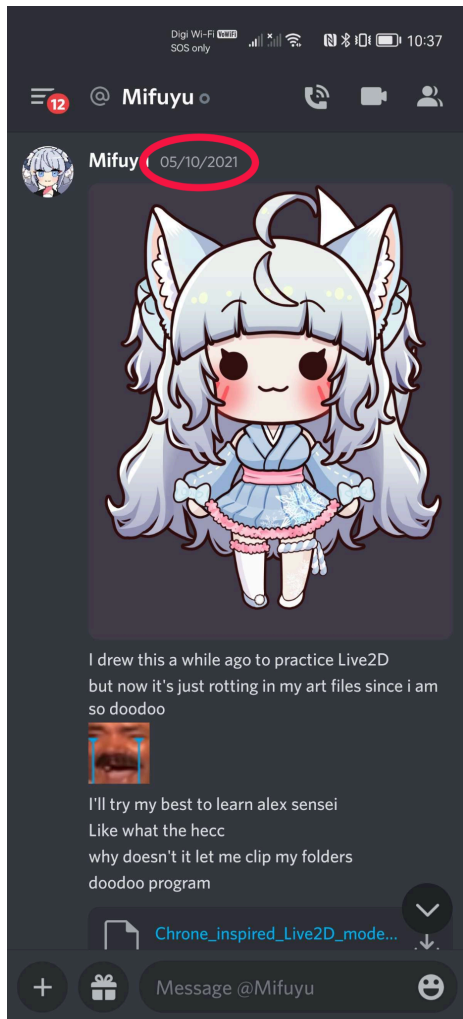
In the DMs between Alexyon and Mifuyu, when checking his Discord from his phone the messages by Mifuyu were sent on the “05/10/2021” as opposed to Mifuyu’s “05/09/2021”. If the DD/MM format truly was used, there is a discrepancy in the dates between the two of them of **one entire month**, which simply is not explainable. However, his language on his phone is set to “English (US)” and shows the **MM/DD** date format.

Alexyon then confirmed that when checking the DMs on his computer **where he is using DD/MM**, the date is shown as “10/05/2021”.

If one presumes that Mifuyu is using MM/DD and you switch the numbers from the date shown in her DMs to be DD/MM you get “**09/05/2021**”. While this results in a discrepancy of **one day**, this is explainable by Alexyon living in Asia, multiple hours “ahead” due to time zones and thus having been in the 10th of March 2021 when those messages were sent, while Mifuyu in the Netherlands was still in the 9th of March 2021.

As such **she has not “asked MONTHS prior”; it has not even been one month**.

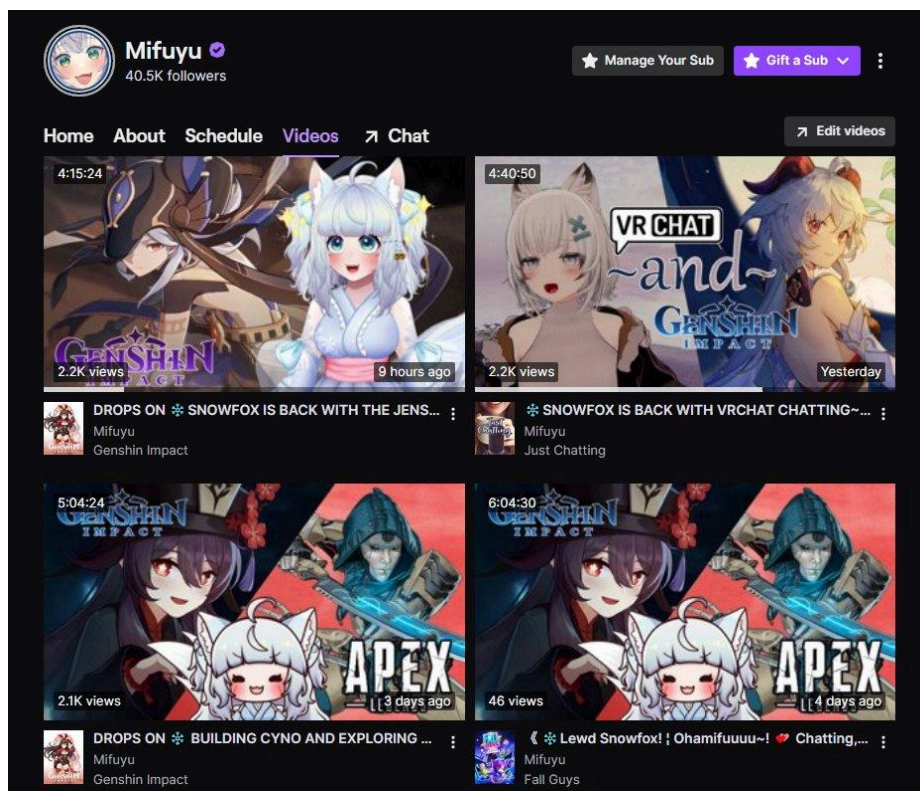
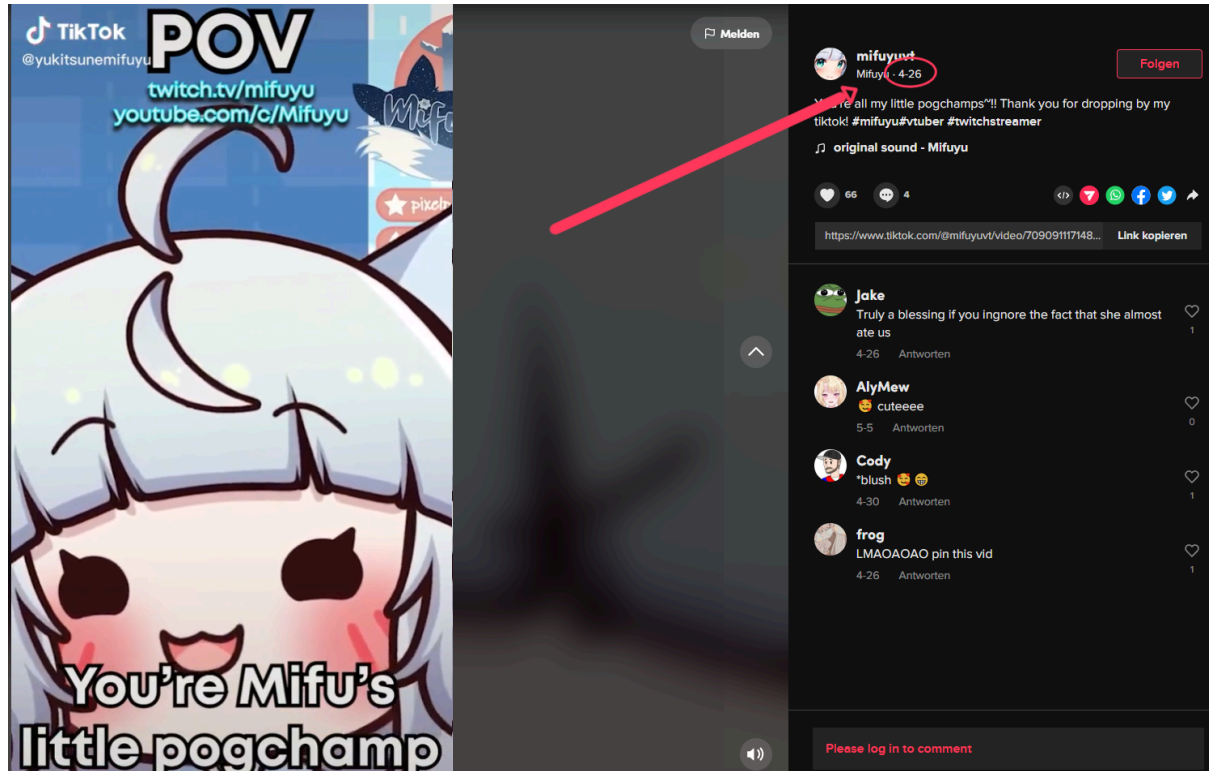
This shows that Mifuyu, not just [against Praline](#) but also against Chroneco, has used screenshots showing the MM/DD date format, while wrongly portraying them to be DD/MM as arguments to push her own narrative.



This was later followed up on with [another tweet](#) after supposedly having talked with Chrono_co, having now understood “that it came out as malicious or with the intent of profiting off their work” and that she “decided to remove the models and **they will not be used again anymore**”.



As compassionate as such a change of heart after seemingly accepting her faults may appear, such claims appear to have been nothing but smoke and mirrors seeing as she has both used clips with the traced chibi model for herself, front and center-stage, in her first Tik-tok released **merely two months later** and further again for [Vod thumbnails](#) at around the same time in October as the previously explained situation with [Lux Arts](#).



Sadly she is not just blatantly attempting to imitate the model art drawn by Praline, but is also attempting to replicate the emotes of other emote artists *rather than simply commissioning them* for their work.

In her [stream](#) on the 3rd of December 2022 ([clip](#)), Mifuyu showed off her sketches for an entire new set of emotes on stream and continues to sketch new ones during the stream. While some of the emotes do portray her usual emote style, a large part do not. Rather quickly noticeable are inconsistencies in the emotes, particularly groupings of emotes between which the style of the eyes for example changes for no discernible reason. Arkucoffee by just glancing over it was even able to exactly pinpoint some of the artists due to how heavily she was referencing them, which was then confirmed by searching through their Twitters and finding those exact emotes with minimal to no alteration.

These artists have been contacted, shown the emotes and **have all expressed disappointment**. One artist even **recognized more of the emotes as being theirs or of other emote artists**. Here are some examples of the emotes she is replicating from [uyu arts](#).

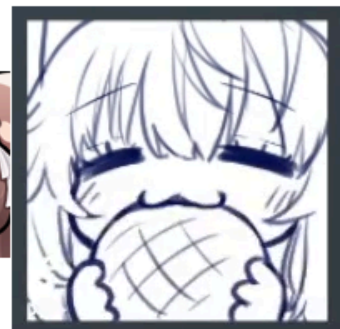
While referencing would be fine just like in all arts, there is a distinct difference between referencing and imitating. As previously said, referencing basically is looking at something and understanding how and why something was done to better make your own version of it.

These examples and some of the other emotes are imitating/replicating other artists' work.

The eyes in the first example here are not her usual style at all, not for previous emotes, not for art, **not even for the other emotes she is drawing in the same batch**. Suddenly drawing the eyes differently, exactly like those of another artist, is a mechanical and conscious act. It is not something you just accidentally do.

Just like adding a [red overlay on the shoes of the chibi model](#), simply moving the gun slightly to the left or making the cranium larger does not make the majority of the drawing any less of an imitation or any more acceptable.

Further troublesome isn't just that she could have simply commissioned uyu_arts and the other artists she was copying from, but also that she advertises emotes as part of her commission catalogue just like the chibi model.



8. Final remarks

Overall I can admit that initially the commission process was done unprofessionally, the information and instructions in the beginning weren't clear and it would have been better if Mifuyu and I would have right away, or at least much sooner, decided on the price and a deadline for the model and the design.

I don't want to point fingers at anyone for the miscommunication in the beginning, we both made mistakes and we can learn from it.

The entire case with the indian-based legal consultant is dubious too.

The escalation by threatening legal action is a disproportionate response to what is simply Praline saying she will not work with Mifuyu in the future and giving her an additional offer to help with future model outfits.

If Mifuyu wanted to be serious about this and approach it as a genuine legal topic then she could have easily gotten professional advice in any city close to her. Many legal firms in the Netherlands even offer an entire first consultation or 30 minute consultations *for free*.

A legal consultant from Fiverr will most likely tell you *what you want to hear* so you stick with them for a paid service rather than finding someone else. Nevermind that Mifuyu's indian-based legal representative showed a lack of knowledge of european copyright laws.

Tracing and imitating are not the same as inspiration and referencing, tracing and imitating are specific conscious acts to replicate from existing material. Referencing and being inspired is looking at something and understanding why things are drawn a certain way.

Referencing is understanding the shoes are shiny and reflect a lot of light, then running with this understanding and creating your own interpretation of how to draw that.

What Mifuyu did, putting the shadows and highlights in the same positions, with the same size, same edges and color picking all the way is moreso replicating.

Things aren't always black or white, and the implications of actions, consequences and accountability can hardly be objectively established.

Rather, the reader themselves should form their opinion and evaluate what they do or do not accept or what crosses boundaries based on their own belief system.

Additionally, we sincerely hope that in publicly sharing these issues that Mifuyu, Praline as well as anyone else who is part of this situation may be held accountable and reflect upon their actions and the situation and learn from it.

For the sake of due diligence various other things that Mifuyu has done have not been mentioned in this document as they either were only shared in speech by Mifuyu in private and lack concrete proof or unbiased witnesses, or because Mifuyu has deleted or requested deletion of evidence of some of her actions.

This does not mean that these other situations are any less damning than what actions are already presented in this document.

All screenshots can be found in this [Google Drive](#).

Dec 26th 2022